



**City of Bloomington
City Council
Regular Session
February 23, 2026**



Components of the City Council Agenda

Recognition and Proclamation

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

Public Hearing

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residents.

Public Comment

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random.

Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

Consent Agenda

All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a City Council Member, City Manager, or Corporation Counsel so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

The City's Boards and Commissions hold Public Hearings prior to some City Council agenda items appearing on the City Council's Meeting Agenda. Persons who wish to address the City Council should provide new information that is pertinent to the issue before them.

Regular Agenda

All items that provide the City Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

Mayor and Council

Mayor - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Michael Straza
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

City Logo Design Rationale

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity, A Friendly and
Safe Community A Positive, Upward
Movement and Commitment to Excellence!

Mission, Vision and Value Statement

Mission

To Lead, Serve and Uplift the City of
Bloomington

Vision

A Jewel of the Midwest Cities

Values

Service-Centered, Results-Driven, Inclusive

Strategic Plan Goals

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington



**City Council - Regular Session Agenda
Government Center Boardroom, 4th Floor, Room #400
115 E. Washington Street, Bloomington, IL 61701
Monday, February 23, 2026 - 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of a Board Appointment, as requested by the Administration Department.** (Recommended Motion: None; Presentation Only.)
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
- 7. Consent Agenda**

Items listed on the Consent Agenda are approved with one motion; Items pulled by City Council from the Consent Agenda for discussion are listed and voted on separately.

 - A. Consideration and Action to Approve the Minutes of the January 26, 2026, Regular City Council Meeting, as requested by the City Clerk Department.** (Recommended Motion: The proposed Minutes be approved.)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,997,918.60, as requested by the Finance Department.** (Recommended Motion: The proposed Bills and Payroll be approved.)
 - C. Consideration and Action on Approving Boards and Commissions Appointments, as requested by the Administration Department.** (Recommended Motion: The proposed Appointments be approved.)
 - D. Consideration and Action on a Resolution Approving an Engineering Services Agreement for the Design of a Water Quality Management System at Evergreen Lake, with Donohue & Associates, Inc., in an Amount Not to Exceed \$375,840, as requested by the Water Department.** (Recommended Motion: The proposed Resolution be approved.)
 - E. Consideration and Action on a Resolution Approving a Professional Services Agreement for the Development of a New Sign Code, with McKenna**

Associates, Inc., in the Amount of \$69,000, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution be approved.)

- F. **Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and Green Building, LLC, for the Property Commonly Known As 217 W. Jefferson St. (PIN: 21-04-327-004), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- G. **Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Subdivisions of Old Farm Lakes No. 1, Old Farm Lakes No. 2, Old Farm Lakes No. 3, Old Farm Lakes No. 4, Old Farm Lakes No. 5, Old Farm Lakes No. 6, Old Farm Lakes No. 7, Old Farm Lakes No. 8, Old Farm Lakes No. 9, Old Farm Lakes No. 10, Old Farm Lakes No. 11, Old Farm Lakes No. 12, Old Farm Lakes No. 13, Old Farm Lakes No. 14, Old Farm Lakes No. 15, a Portion of Old Farm Lakes Gardens, and Replat of Lots 1, 2, 3 & 4 & Outlot 2 Old Farm Lakes No. 1, from the R-2 (Multiple-Family Residence) District to the R-1C (Single-Family Residence) District, as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- H. **Consideration and Action on An Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 1029 Maple Hill Road, from the C-1 (Office) District to the R-3A (Multiple-Family Residence) District (PIN: 14-31-400-038), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)
- I. **Consideration and Action on an Ordinance (1) Rescinding Ordinance No. 2025-100, "an Ordinance Approving the Final Plat of Bloomington Township Solar 1, LLC Subdivision (PIN: 20-26-200-006)"; and (2) Approving the Final Plat of Stringtown Solar Subdivision (PIN: 20-26-200-006), as requested by the Development Services Department.** (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. **Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Chapter 3 with Text Amendments, Modifications, and Additions to the Advertising Sign Code, Relating to the Creation of an Approval Process for Signage on City Property or Right-of-Way; and (2) an Ordinance Amending the Bloomington City Code Chapter 44 with Text Amendments, Modifications, and Additions to the Zoning Code, Relating to the Creation of an Approval Process for Historic-Related Content on Signage on Public Property, as requested by the Legal Department.** (Recommended Motion: The proposed Ordinances be approved.) (Presentation by Alissa Pemberton, Planning Manager, 3 minutes; and City Council Discussion, 5 minutes.)
- B. **Presentation and Discussion of the Fiscal Year 2027 Budget Preview, as requested by the Finance Department.** (Recommended Motion: None; Presentation and Discussion Only.) (Presentation by Jeff Jurgens, City Manager, and Scott Rathbun, Finance Director, 30 minutes; and City Council Discussion, 20

minutes.)

9. City Manager's Discussion

10. Council Member Discussion

11. Mayor's Discussion

12. Executive Session

- A. **Section 2(c)(21) of 5ILCS 120 - Semi-Annual Review of Historical Executive Session Minutes**; In addition, the City Council may go into Executive Session for other reasons as needed and allowed by law (5 ILCS 120/2).

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org.



Recognition/Appointments Item No. 5.A.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Recognition of a Board Appointment, as requested by the Administration Department.

Recommended Motion: None; Presentation Only.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: The included appointment is representative of the Council's approval from the February 9, 2026 Council meeting.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Recognition of Appointment from 020926 Council



Appointment

Public Safety and Community Relations Board:
• **Ricardo Alvarado**



Consent Agenda Item No. 7.A.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action to Approve the Minutes of the January 26, 2026, Regular City Council Meeting, as requested by the City Clerk Department.

Recommended Motion: The proposed Minutes be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. DRAFT 01-26-2026 Council Minutes



**Minutes
City Council - Regular Session
Monday, January 26, 2026 - 6:00 PM**

The City Council convened in regular session in the Government Center Boardroom at 6:00 PM. Mayor Dan Brady called the meeting to order and led the Pledge of Allegiance, ending with a moment of silent prayer/reflection.

Roll Call

Present: Council Member Micheal Mosley Mayor Dan Brady
Council Member Sheila Montney
Council Member John Danenberger
Council Member Michael Straza
Council Member Mollie Ward
Council Member Kent Lee
Council Member Abby Scott
Absent: Council Member Jenna Kearns
Council Member Cody Hendricks

Recognition/Appointments

Item 5.A. Recognition of Boards & Commissions Appointments, as requested by the Administration Department.

Mayor Brady recognized the appointment of Archana Nadkarni to the Welcoming America Commission.

Public Comment

The following emailed public comments: (1) Alpesh Patel; (2) Andrew Crumbaugh; (3) David Woolf; (4) Cameron Feldman; (5) Lucinda Hayes; (6) Allison Smith; (7) David and Jennifer O.; (8) Venus Usher ; (9) Jessica Gerding; (10) Jeff Talbert; (11) Denise Geltman; (12) Nicholas Gruschow; (13) Corey Moeglich; (14) Anette Scott; (15) Michael White; (16) Emilia Nye; (17) Jamie Biehl; (18) Kathy Wilson; (19) Susan Eppard; (20) Tia Grose; (21) Jordan Young; (22) Brian Prost; (23) James Pratt; (24) Michael Fasano; (25) James Bryan; (26) Misty Brown; and (27) Susan Tate.

Mayor Brady read a public comment statement of procedure. The following spoke in person: (1) Robert McAllister; (2) Chelsie Leffelman; (3) Cameron Feldman; (4) Sefa Kirici; (5) Sharon Trowitch; (6) Craig Katz; and (7) Gary Stevens.

The following spoke virtually: (1) Heidi Sykora; (2) Misty Brown; (3) Jennifer Gillis; (4) Michael Fasano; and (5) James Pratt.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by City Council from the Consent Agenda for discussion are listed and voted on separately.

Council Member Straza made a motion, seconded by None, to approve the Consent

Agenda as presented.

Item 7.A. Consideration and Action to Approve the Minutes of the December 15, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,805,581.99, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving Appointments and Reappointments to Boards and Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Reappointments be approved.)

Item 7.D. Consideration and Action on a Resolution Approving a Memorandum of Understanding by and between the County of McLean, the City of Bloomington, and the Town of Normal Regarding the Terms and Scope of an Independent Audit of the Mental Health and Public Safety Fund, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 006

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL REGARDING THE TERMS AND SCOPE OF AN INDEPENDENT AUDIT OF THE MENTAL HEALTH AND PUBLIC SAFETY FUND

Item 7.E. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Illinois State Police to Continue as a Participating Agency in Task Force 6, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 007

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE ILLINOIS STATE POLICE TO CONTINUE AS A PARTICIPATING AGENCY IN TASK FORCE 6

Item 7.F. Consideration and Action on a Resolution Approving an Intergovernmental Agreement by and between the Town of Normal, McLean County, and the Ecology Action Center, for a Solid Waste Program, in the Amount of \$73,236 for 2026 (FY 2027), \$75,433 for 2027 (FY 2028), and \$77,696 for 2028 (FY 2029), as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 008

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF NORMAL, MCLEAN COUNTY, AND THE ECOLOGY ACTION CENTER, FOR A SOLID WASTE PROGRAM, IN THE AMOUNT OF \$73,236 FOR 2026 (FY 2027), \$75,433 FOR 2027 (FY 2028), AND \$77,696 FOR 2028 (FY 2029)

Item 7.G. Consideration and Action on an Illinois Department of Transportation (IDOT) Resolution for Improvement Under the Illinois Highway Code for the Fox Creek Road & Bridge Improvements for Motor Fuel Tax (MFT) Funds, in the Amount Not to Exceed \$1,614,949, as

requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 009

AN ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE FOR THE FOX CREEK ROAD & BRIDGE IMPROVEMENTS FOR MOTOR FUEL TAX (MFT) FUNDS, IN THE AMOUNT NOT TO EXCEED \$1,614,949

Item 7.H. Consideration and Action on an Illinois Department of Transportation (IDOT) Resolution for Improvement Under the Illinois Highway Code for the Fox Creek Road & Bridge Improvements for Motor Fuel Tax (MFT) Funds, in the Amount of \$18,247,000, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 - 010

AN ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE FOR THE FOX CREEK ROAD & BRIDGE IMPROVEMENTS FOR MOTOR FUEL TAX (MFT) FUNDS, IN THE AMOUNT OF \$18,247,000

Item 7.I. Consideration and Action on an Illinois Department of Transportation (IDOT) Resolution for Improvement Under the Illinois Highway Code for the Fox Creek Road & Bridge Improvements for Motor Fuel Tax (MFT) Funds, in an Amount Not to Exceed \$250,719, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2026 – 011

AN ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE FOR THE FOX CREEK ROAD & BRIDGE IMPROVEMENTS FOR MOTOR FUEL TAX (MFT) FUNDS, IN AN AMOUNT NOT TO EXCEED OF \$250,719

Item 7.J. Consideration and Action on an Ordinance Approving an Amended Preliminary Plan for the Fourth Revision to a Portion of Empire Business Park Preliminary Plan, for the Property Generally Located at the Northeast Corner of Trinity Ln. and E. Empire St. (PIN: 15-31-300-020), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 006

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN FOR THE FOURTH REVISION TO A PORTION OF EMPIRE BUSINESS PARK PRELIMINARY PLAN, FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF TRINITY LN. AND E. EMPIRE ST. (PIN: 15-31-300-020)

Item 7.K. Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 2805 Beich Road, from the R-1H (Single-Family Manufactured Home Residence) District to the R-3A (Multiple-Family Residence) District (PIN 21-19-326-010), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2026 - 007

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY
COMMONLY KNOWN AS 2805 BEICH ROAD, FROM THE R-1H (SINGLE-FAMILY
MANUFACTURED HOME RESIDENCE) DISTRICT TO THE R-3A (MULTIPLE-FAMILY
RESIDENCE) DISTRICT (PIN 21-19-326-010)**

Mayor Brady directed the Clerk to call roll:

Ayes: Mosley, Montney, Danenberger, Straza, Ward, Lee, Scott

Motion Carried.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Amending Chapter 28 Misdemeanors of the City Code Prohibiting the Possession, Sale, Delivery, or Distribution of Kratom or Synthetic Alternative Drugs, as requested by the Legal Department.

Council Member Mosley explained that the proposed Kratom Ordinance originated from a resident's concern and that, rather than rushing it, he'd spent 7-8 months researching the issue, listening to residents, reviewing public health information, and studying how other communities had responded. He shared that Kratom was not an ordinary consumer product, but was instead an unregulated substance with drug-like effects, inconsistent labeling, and no standardized dosing or oversight, despite documented risks. He acknowledged reports of personal benefits from Kratom, but stressed that those accounts don't replace the need for safety standards, especially when most consumers were unaware of the exact formulation or appropriate dosing. He believed the Ordinance was a reasonable, measured public-health response, consistent with actions taken by many jurisdictions, and stressed it was not about criminalizing people or limiting personal choice, but was instead about ensuring basic safeguards. Based on his review and consultations, he concluded that the Ordinance was appropriate to protect residents' well-being and respectfully asked Council to support it.

City Manager Jeff Jurgens introduced Assistant ("Asst.") Police Chief Paul Williams, forensic pathology physician Dr. Scott Denton, and City Attorney Chris Spanos to present on the proposed Ordinance.

Mr. Spanos explained how the Ordinance was developed and included a review of many other Illinois cities that regulate similar products. He said the proposed Ordinance took a middle-ground approach, would apply only to Kratom and certain synthetic drugs (not THC beverages). He noted that it would be enforced as a civil nuisance rather than a criminal offense, and recommended adjusting the effective date so it would take effect 10 or 11 days after passage to ensure proper notice.

Asst. Police Chief Paul Williams stressed Kratom being a dangerous, unregulated substance whose street name was called "gas station heroin." He emphasized that the goal of the Ordinance was not to send people to prison, but instead to address a public-safety problem. He shared that the products potency varied widely between brands, and effects differed by person and by what other drugs it was paired with. He cited sources like the Mayo Clinic and Cleveland Clinic, noting that Kratom had no proven medical use, could act like an opioid with potential for addiction and withdrawal, and pointed out that several states had already banned it entirely.

Dr. Scott Denton, a local Forensic Pathologist, explained that Kratom contained the alkaloid mitragynine, which acted on the same opioid receptors as other opioids, and that its breakdown product 7-hydroxy-mitragynine could be more potent than morphine. He noted that even in Southeast Asian countries where the plant was native, Kratom is regulated, and Australia placed it in its most restrictive drug category. He described how low doses act as a stimulant, but higher doses have opioid-like effects and could cause side effects such as seizures, psychosis, and liver toxicity. Drawing on regional autopsy data, he reported an increasing number of deaths in which mitragynine was a factor over recent years, and stated that the McLean County Coroner shared his concerns about Kratom-related risks.

Council Member Mosley made a motion, seconded by Council Member Montney, to approve the Item as amended with an 11-day effectiveness.

Mayor Brady directed the Clerk to call roll:

Ayes: Mosley, Montney, Danenberger, Straza, Ward, Lee, Scott

Motion Carried.

ORDINANCE NO. 2026 - 005

AN ORDINANCE AMENDING CHAPTER 28 MISDEMEANORS OF THE CITY CODE PROHIBITING THE POSSESSION, SALE, DELIVERY, OR DISTRIBUTION OF KRATOM OR SYNTHETIC ALTERNATIVE DRUGS

Finance Director's Report

Finance Director Scott Rathbun presented the December financial update noting the City was eight months into Fiscal Year ("FY") 2026 and was in the process of meeting with major departments to build the FY 2027 budget and refine year-end projections. He reported that major tax revenues, especially home rule and state sales tax, were performing better than budgeted, replacement tax was roughly on track with expectations after early shortfalls were corrected, and overall, the City was about \$3.8 million ahead of budgeted revenue year-to-date. He explained that the FY 2026 general fund budget included a planned use of reserves, largely for the Front & Center Street project and the Downtown streetscape projects. He ended by addressing costs associated to overtime and health insurance, as well as revenues being stronger and deferred equipment purchases helping to keep the general fund in a more favorable position as budget work continued.

Council Member Ward asked how current enterprise fund balances compared to prior years. Director Rathbun did not have past-year figures with him, but noted that keeping reserves up in the Sewer Fund had been difficult due to large capital projects, and that reserve targets for enterprise funds were less strict than for the general fund.

Council Member Montney noted that home rule sales tax revenues were up by about \$3 million again, yet property taxes had been raised by a similar amount, and warned that increased housing costs conflicted with the City's affordability goals.

Council Member Lee asked why snow and ice costs showed up as overtime and whether there was budget room left. Director Rathbun shared that the City budgeted about \$200,000 a year for overtime and that staff expected to go over that amount requiring cost cutting in other areas to stay within the overall general fund budget.

Mayor Brady confirmed with Director Rathbun that about \$143,000 in snow-and-ice overtime had been used in FY 2026 compared to around \$93,000 in FY 2025 and \$78,000 in FY 2024.

MINUTES

CITY COUNCIL - REGULAR SESSION

MONDAY, JANUARY 26, 2026, 6:00 PM

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Council Member Ward verified with Director Rathbun that the prior figures were actual costs.

City Manager's Discussion

City Manager Jurgens shared that staff would follow up with the residents on Empire Street/Route 9 who had provided public comment regarding sidewalks. He also publicly thanked Public Works, Police, Fire, and Water crews for working in severe winter conditions.

Council Member Discussion

Council Member Mosley thanked those who had attended the meeting and made public comments. He thanked Council for their dialog and consideration on the Kratom Ordinance.

Council member Straza thanked Public Works crews for their hard work clearing roads.

Council Member Ward and Lee echoed appreciation of the Public Works crews.

Mayor's Discussion

Mayor Brady thanked Public Works and emergency services personnel for their ongoing efforts during the recent storms and in general.

Executive Session

Council Member Ward made a motion, seconded by Council Member Lee, to enter into Executive Session per Section 2(c)(12) OF 5 ILCS 120 to review closed session minutes and per Section 2(c)(21) OF 5 ILCS 120 to discuss settlement of claims.

Mayor Brady directed the Clerk to call roll:

Ayes: Mosley, Montney, Danenberger, Straza, Ward, Lee, Scott

Motion Carried.

Adjournment

Council Member Ward made a motion, seconded by Council Member Danenberger, to adjourn the meeting.

Mayor Brady directed the Clerk to call roll:

Ayes: Mosley, Montney, Danenberger, Straza, Ward, Lee, Scott

Motion Carried (viva voce).

The meeting adjourned at 7:20 PM.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



Consent Agenda Item No. 7.B.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,997,918.60, as requested by the Finance Department.

Recommended Motion: The proposed Bills and Payroll be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1d. City services delivered in the most cost-effective, efficient manner

Background: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: Total disbursements to be approved \$9,997,918.60 (Payroll total \$3,617,956.69, Accounts Payable total \$5,926,737.46, and Bank Transfers total \$453,224.45).

Attachments:

1. Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/6/2026	\$ 2,912,471.54	\$ 700,573.39	\$ 3,613,044.93

Off Cycle Adjustments	\$ 4,896.43	\$ 15.33	\$ 4,911.76
PAYROLL TOTAL			\$ 3,617,956.69

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
2/23/2026	AP General	\$ 5,671,083.73
2/23/2026	AP JMScott	\$ -
2/23/2026	AP Comm Devel	\$ 16,895.63
2/23/2026	AP IHDA	\$ 34,200.00
2/23/2026	AP Library	\$ 72,471.90
2/23/2026	AP MFT	\$ 45,542.21
02/05/2026-02/12/2026	Out of Cycle AP	\$ 86,543.99
01/12/2026-02/13/2026	AP Bank Transfers	\$ 453,224.45
AP TOTAL		\$ 6,379,961.91

PCARDS

PCARD TOTAL	\$ -
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GRAND TOTAL	\$ 9,997,918.60
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Respectfully,

F Scott Rathbun
Director of Finance

Consent Agenda Item No. 7.C.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on Approving Boards and Commissions Appointments, as requested by the Administration Department.

Recommended Motion: The proposed Appointments be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5b. City decisions consistent with plans and policies

Background: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Building Board of Appeals: Brian Kiley's appointment, if approved, is effective immediately, with an expiration date of 04-30-29.

McLean County Regional Planning Commission: Bruce Tompkins' appointment, if approved, is effective immediately, with an expiration date of 12-31-28.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

1. Boards and Commissions Roster

Building Board of Appeals Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Building Board of Appeals	Staff Liaison	Chris	McAllister				false
Hold Over	Building Board of Appeals	CHAIR - Construction (Engineer)	John	Meek	4/30/2022	3/13/2017	2013	true
Hold Over	Building Board of Appeals	Construction (Design Pro)	Larry	Stevig	4/30/2022	3/27/2017	2013	true
Vacant	Building Board of Appeals	At-Large						true
Vacant	Building Board of Appeals	HVAC						true
Hold Over	Building Board of Appeals	Electrical	Justin	Gandhi	4/30/2025	2/27/2023	2023	true
Active	Building Board of Appeals	Plumbing	Jerry	Kelleher	4/30/2026	5/22/2023	2017	true
Active	Building Board of Appeals	HVAC	Mark	Holderby	4/30/2026	8/28/2023	2017	true
Active	Building Board of Appeals	Electrical	Michael	Raikes	4/30/2026	6/12/2023	2019	true

McLean County Regional Planning Commission Roster:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Regional Planning Commission	COB Rep	Katie	Ruder	12/31/2027	12/18/2024		true
Vacant	Regional Planning Commission	COB Rep						



Consent Agenda Item No. 7.D.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving an Engineering Services Agreement for the Design of a Water Quality Management System at Evergreen Lake, with Donohue & Associates, Inc., in an Amount Not to Exceed \$375,840, as requested by the Water Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Goal 2. Upgrade City Infrastructure and Facilities to Grow the Local Economy

Objective 2b. Quality water for the long term

Background: If approved, the City will enter into an agreement with Donohue & Associates, Inc. ("Donohue"), to provide professional engineering services for the design of a Water Quality Management System ("WQMS") at Evergreen Lake. This effort represents Phase I of the Project Plan previously submitted to the Illinois Environmental Protection Agency ("IEPA"). The purpose of the WQMS project is to mitigate harmful algal blooms ("HABs") and improve overall water quality within Evergreen Lake, which is a critical drinking water source for the community. The proposed improvements are intended to enhance oxygen levels, improve circulation, and reduce conditions that contribute to HAB formation.

As this project directly addresses emerging contaminants related to HABs, it is anticipated to be eligible for up to 100% principal forgiveness under the IEPA State Revolving Fund loan program, subject to final IEPA approval and compliance with program requirements.

The proposed WQMS infrastructure includes two primary facilities:

- An Oxygen Saturation ("OST") Building, to be located north-northeast of the dam and south of the roadway.
- An Aluminum Chlorohydrate ("ACH") Building, to be located at the existing Evergreen Lake Influent Pump Station site. This facility will also house the diffused air compressors and blowers necessary for system operation.

Preliminary electrical evaluations indicate that each site will require approximately 150 to 200 horsepower to support the planned treatment and aeration equipment.

Through the Request for Qualifications ("RFQ") #2025-32 (Resolution #2025-82), Council

approved a list of pre-qualified vendors for Architectural, Engineering & Professional Services. RFQ #2025-32 established thirteen categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the six selected firms under the "C: Potable Water Supply, Treatment, and Mechanical Maintenance) (Large)" category, which is the key service for the project as described above, and determined Donohue to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue's selection under RFQ #2025-32 and their experience with this type of work, Donohue was asked to submit a proposal for the design work for a Water Quality Management System at Evergreen Lake. The vendor was chosen utilizing a qualifications-based selection process for this project, and, therefore, the City's local preference policy does not apply. Donohue's proposal is attached and is in an amount not to exceed \$375,840.

Approval of this agreement will allow the City to advance the design phase, refine cost estimates, and position the project to move forward efficiently while maximizing available state and federal funding opportunities.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: This item is included in the Fiscal Year ("FY") 2027 Proposed Budget. If approved, the City will enter into an Engineering Services Agreement with Donohue & Associates, Inc., in an amount not to exceed \$375,840. If approved, no work will begin until May 1, 2026, at the earliest. A total of \$6,900,000 is included in the FY 2027 Proposed Budget for the Design and Construction. This will be paid from Water Purification-Other Capital Improvement account (50100130-72620). Stakeholders will be able to locate this in the FY 2027 Proposed Budget Book titled "Other Funds & Capital Improvement" beginning on March 9, 2026.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE DESIGN OF A WATER QUALITY MANAGEMENT SYSTEM AT EVERGREEN LAKE, WITH DONOHUE & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$375,840

WHEREAS, subject to the provisions of the City Code, City staff are recommending an engineering services agreement for the design of a water quality management system at Evergreen Lake, with Donohue & Associates, Inc. (“Donohue”), in an amount not to exceed \$375,840 (Exhibit A); and

WHEREAS, the City has identified the need to address water quality concerns at Evergreen Lake, including the mitigation of harmful algal blooms (“HAB”), in order to protect the City’s drinking water supply and overall lake health; and

WHEREAS, the City has submitted a Project Plan to the Illinois Environmental Protection Agency (“IEPA”) that includes Phase I design of a Water Quality Management System (“WQMS”) for Evergreen Lake; and

WHEREAS, the proposed WQMS improvements include the design of an Oxygen Saturation (“OST”) system and an aluminum chlorohydrate (“ACH”) treatment system, with associated buildings, electrical infrastructure, and equipment to improve lake water quality; and

WHEREAS, the OST building is proposed to be located north-northeast of the dam, south of the roadway, and the ACH building is proposed to be located at the Evergreen Lake Influent Pump Station site, which will also house diffused air compressors and blowers; and

WHEREAS, Donohue’s scope of services includes Phase 100 (30% Design), Phase 200 (60% Design), Phase 300 (100% Design), and Phase 400 (Bidding) services, including workshops, site investigations, surveys, geotechnical services, cost opinions, permit coordination, preparation of plans and specifications, and bidding support; and

WHEREAS, the proposed project may qualify for up to 100% principal forgiveness as an Emerging Contaminant project under the current IEPA loan program rules due to its role in mitigating HAB; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other documents necessary to complete this transaction.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**CITY OF BLOOMINGTON AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES**

THIS AGREEMENT, dated this ____ day of _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

This Agreement was not subject to a formal solicitation process by the CITY.

- X This Agreement was subject to the following procurement initiative by the CITY:
"RFQ #2025-32 FY25 Multi-Year Professional A&E Services (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

- X This Agreement does not require the furnishment of any bonds by the VENDOR.

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said

VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, and after giving VENDOR reasonable time to cure deficiencies, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. ~~Neither the CITY nor VENDOR shall not be in default of this Agreement and or shall not be~~ held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's or VENDOR's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities ~~of every kind and nature whatsoever arising out of or in connection with~~ to the extent caused by VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. ~~The indemnity set forth in this section shall not be limited by insurance requirements or by~~

~~any other provision of this Agreement. To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the EssenceSchedule. With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes time is of the essence subject to the Standard of Care. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

X This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this

Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Donohue & Associates, Inc.
Attn: Terry Boyer
1605 S. State Street, Suite 1C
Champaign, IL 61820
tboyer@donohue-associates.com

Copy to:
Donohue & Associates, Inc.
Attn: Craig Brunner
3311 Weeden Creek Road
Sheboygan, WI 53081
cbrunner@donohue-associates.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall

be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Craig W. Brunner
Its President

By: Tom K. Boy
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED



EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City is seeking assistance from Donohue to design Water Quality Management System (WQMS) for Evergreen Lake as part of Phase I of the Project Plan that was submitted to Illinois EPA (IEPA). Since this project will be mitigating the HAB, this may qualify for 100% principal forgiveness as an Emerging Contaminant per the current IEPA loan program rules.

The location of the Oxygen Saturation (OST) Building will be north-northeast of the dam south of the road. The aluminum chloralhydrate (ACH) building will be located at the Evergreen Lake Influent Pump Station site and will also house the diffused air compressors/blowers. Preliminary electrical needs will require approximately 150 to 200 horsepower of power at each site.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

Abbreviations and Symbols

Plant	Water Treatment Plant
RFI	Request for Information
TM	Technical Memorandum
○	Services
➡	Deliverables

Phase 100 — 30% Design

105 Workshop 1.1 – Kickoff and Reconnaissance

- Review and discuss project objectives, team members and stakeholders, communication protocols, schedule, and deliverables. Review, discuss, and refine the Request for Information. Discuss City preferences related to the WQMS system equipment and buildings (e.g., locations, configuration, access, space, etc.). Perform a site visit to review and document existing conditions.
- ➡ Agenda
Request for Information
Workshop Handouts
Workshop Notes

110 Workshop 1.2 – Building Sites/Styles Alternative Review Workshop

- Meet with the City to discuss cost and impacts of building types (block and brick versus prefabricated fiberglass structures) to house the WQMS equipment. Finalize the type and style of buildings.

115 Site Survey

- Perform field survey to collect relevant topographic, fencing, pavement, and utility information.
- ➡ CADD file

120	Geotechnical
○	Perform geotechnical investigation to determine soil classifications at location of the new buildings to house the WQMS system equipment. Scope assumes four (4) borings.
130	Design Basis Report
○	Prepare multi-discipline report that details the proposed equipment and construction materials, anticipated construction cost, and construction schedule.
➡	Report
135	Produce 30% Documents
○	Use the information from the design basis report to prepare the drawings.
➡	30% Design Drawings
140	Cost Opinion
○	Prepare multi-discipline cost opinion.
145	Workshop 1.3 – 30% Documents
○	Review and discuss the 30% Design Drawings. Refine these documents to incorporate and address City comments.
➡	Agenda Workshop Handouts Workshop Notes
150	Power Company Coordination
○	Scope assumes that the Cutler Hammer switchboard at the Evergreen Lake Pump Station will be utilized to power the ACH system and there is sufficient ampacity available on the switchboard, generator, and utility service. Coordinate with the power company to have new electrical service run to the new buildings associated with the OST system.
155	Vendor Coordination
○	Coordination with the WQMS system vendor.
160	Workshop 1.4 – WQMS System Finalization
➡	Agenda Workshop Handouts Workshop Notes

Phase 200 — 60% Design

205	Produce Draft Specifications
○	Prepare technical specifications.
➡	Specifications
210	Produce Construction Phasing and Existing System Decommissioning Strategies
○	Develop one or several construction phasing strategies that includes construction constraints for the Contractor. Document these strategies and constraints in a memorandum
➡	DRAFT Construction Phasing Memorandum
215	Produce Project Schedule
○	Develop a construction schedule for Contractor use.
➡	DRAFT Construction Schedule
220	Produce 60% Documents

- Use the information from the 30% design to advance the drawings and draft technical specifications.
- ➡ 60% Design Drawings and Specifications
- 225 Workshop 2.1 – 60% Documents
- Review and discuss the 60% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
- ➡ Agenda
Workshop Handouts
Workshop Notes

Phase 300 – 100% Design

- 305 Review Project Costs
- Prepare opinion of construction cost update from the 60% to 100% submittal.
- 310 Refine Schedule
- Update and refine the schedule.
- ➡ Updated schedule
- 315 Submit Permits
- ➡ IEPA permit application. The permit process may require other Agency permitting such as IDNR or USACE due to the nature of the systems within the lake.
- 320 Produce Final Documents (100%)
- Use the information from the 60% design to finalize the drawings and technical specifications.
- ➡ 100% Design Drawings and Specifications
- 325 Workshop 3.1 – 100% Documents
- Review and discuss the 100% Design Drawings and specifications. Refine these documents to incorporate and address City comments.
- ➡ Agenda
Workshop Handouts
Workshop Notes

Phase 400 – Bidding

- 405 Identify Contractors
- Work collaboratively with the City to identify contractors to be aware of project.
- 410 Prepare Addenda
- Answer bidders' questions and prepare addenda.
- ➡ Addenda
- 415 Maintain Plan Holder's List
- Distribute list of plan holder's and distribute to suppliers.
- 420 Pre-bid Meeting
- Prepare for and lead pre-bid meeting on site with bidder.
- ➡ Agenda

430 Maintain Electronic Communications

- Track questions from bidders and coordinate with the City.

C. IEPA LOAN RELATED PROVISIONS

The following, as required by 35 Ill. Adm. Code 662.630 – “Contracts for Personal and Professional Services” is incorporated into this Agreement:

Audit and Access to Records

- i. Donohue shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program (“PWSLP”) loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the “Agency”) or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.
- ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Donohue an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 662.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

Donohue warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., the City of Bloomington) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Executive Order 12549

Donohue shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal

Executive Order 12549 as furnished by the Agency.

Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Donohue shall provide the Owner and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the design service phase.

Donohue agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules, as required by the award conditions of USEPA's Assistance Agreement with IEPA. Donohue acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

Non-discrimination Clause

Donohue shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Donohue shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Donohue to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

D. PROJECT ASSUMPTIONS

The scope of the project is based on the following assumptions:

1. Construction related services are not included in this scope of services. The scope and effort for construction related services required by the City will be coordinated with the City and included in a future amendment to this agreement.
2. Permit fees will be paid by the City.

E. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from Owner. The bidding documents will be ready for the Procurement Department to bid by September 2026 assuming Donohue receives authorization to proceed no later than January 1, 2026.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Owner acknowledges and agrees that Donohue may rely, without independent verification, on the accuracy and completeness of data, specifications, certifications, performance claims, and other information or documentation furnished by, or published by, equipment and material manufacturers, suppliers, or vendors, provided such reliance is consistent with the applicable standard of care. Donohue shall not be responsible for errors, omissions, or inaccuracies in such third-party information unless Donohue had actual knowledge of such error, omission, or inaccuracy, or such reliance would not be reasonable under the circumstances. This provision applies to information provided directly to Donohue as well as information incorporated into product submittals, shop drawings, and O&M manuals.
5. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
6. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
7. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

EXHIBIT B PAYMENT TERMS

Project: Evergreen Lake WQMS - Design and Bidding
Owner: City of Bloomington
Date: September 22, 2025



Level of Effort Table (Hours)

Project Role	PM	Process	Structural	Senior Architectural	Mechanical	I+C	Civil Engineer	QA/QC	Electrical
Team Members									

Task Based Labor Fees and Expenses Table

100	Phase 1 - 30% Design										Total
105	Workshop 1.1 - Kickoff and Reconnaissance	4	6	8		8		8	4	8	46
110	Workshop 1.2 - Building Sites/Styles Alternative Review [virtual]	4	16	16	16			16	8	48	124
115	Site Survey	1	4					8	1	4	18
120	Field Investigation [geotechnical]	1	2	4				2	1		10
130	Design Basis Report	12	60	16	16	16	16	16	24	60	236
135	Produce 30% Drawings	4	28	18	8	12	8	24	16	16	134
140	Cost Opinion	2	8	4	2	2	2	2	2	4	28
145	Workshop 1.3 - 30% Documents	2	6							4	12
150	Power Company Coordination	2	8							24	34
155	Vendor Coordination	2	16	4			4	2	4		32
160	Workshop 1.4 - Water Quality Management System Finalization [virtual]	4	8			4					16
Totals		38	162	70	42	42	30	78	60	168	690

Labor Fee	Travel Expenses	Other Expenses	Totals
\$9,700	\$1,515		\$11,215
\$25,800			\$25,800
\$3,460		\$17,500	\$20,960
\$2,080		\$6,500	\$8,580
\$48,040			\$48,040
\$26,900			\$26,900
\$5,640			\$5,640
\$2,360	\$500		\$2,860
\$7,260			\$7,260
\$6,060			\$6,060
\$3,120			\$3,120
\$140,420	\$2,015	\$24,000	\$166,435

200	Phase 2 - 60% Design											Total
205	Produce Draft Specifications	2	32	12	4	6	16	16	8	8		104
210	Produce Constructing Phasing Strategies	1	8	4		4		2	4	8		31
215	Produce Project Schedule	2	4									6
220	Produce 60% Documents	32	60	64	24	40	60	60	48	60		448
225	Workshop 2.1 - 60% Documents	4	16							8		28
Totals		41	120	80	28	50	76	78	60	84		617

Labor Fee	Travel Expenses	Other Expenses	Totals
\$20,320			\$20,320
\$6,350			\$6,350
\$1,140			\$1,140
\$94,520			\$94,520
\$5,320	\$500		\$5,820
\$127,650	\$500	\$0	\$128,150

300	Phase 3 - 100% Design										Total
305	Review Project Costs	1	4	2	2	2	2	2	2	2	19
310	Refine Schedule	1	2	1		1	1	1		1	8
315	Submit Permits	2	8								10
320	Produce Final Documents (100%)	12	60	32	12	24	32	48	32	48	300
325	Workshop 3.1 - 100% Documents	4	16								20
Totals		20	90	35	14	27	35	51	34	51	357

Labor Fee	Travel Expenses	Other Expenses	Totals
\$3,850			\$3,850
\$1,650			\$1,650
\$1,740			\$1,740
\$61,200			\$61,200
\$3,480	\$500		\$3,980
\$71,920	\$500	\$0	\$72,420

400	Phase 4 - Bidding Services										Total
405	Identify Contractors and assist advertisement	1									1
410	Prepare Addenda	2	8	4		4	4	4	2	2	30
415	Maintain Plan Holder's List and Distribute to Suppliers		1								1
420	Attend Pre-Bid Meeting	4	6								10
430	Maintain Electronic Communication	1									1
Totals		8	15	4	-	4	4	4	2	2	43

Labor Fee	Travel Expenses	Other Expenses	Totals
\$270			\$270
\$6,060			\$6,060
\$150			\$150
\$1,980	\$105		\$2,085
\$270			\$270
\$8,730	\$105	\$0	\$8,835

Labor Fee Table

Hourly Labor Charge-Out Rates	\$270	\$150	\$230	\$180	\$210	\$230	\$180	\$230	\$230
Phase 1 - 30% Design	\$10,260	\$24,300	\$16,100	\$7,560	\$8,820	\$6,900	\$14,040	\$13,800	\$38,640
Phase 2 - 60% Design	\$11,070	\$18,000	\$18,400	\$5,040	\$10,500	\$17,480	\$14,040	\$13,800	\$19,320
Phase 3 - 100% Design	\$5,400	\$13,500	\$8,050	\$2,520	\$5,670	\$8,050	\$9,180	\$7,820	\$11,730
Phase 4 - Bidding Services	\$2,160	\$2,250	\$920	\$0	\$840	\$920	\$720	\$460	\$460
Totals	\$28,890	\$58,050	\$43,470	\$15,120	\$25,830	\$33,350	\$37,980	\$35,880	\$70,150
% of Total Labor Fee	8.3%	16.6%	12.5%	4.3%	7.4%	9.6%	10.9%	10.3%	20.1%

Budgeted Construction Cost	\$6,400,000
Fee Summary Table	
Phase 1 - 30% Design	\$166,435
Phase 2 - 60% Design	\$128,150
Phase 3 - 100% Design	\$72,420
Phase 4 - Bidding Services	\$8,835
Total Cost	\$375,840
% of Budgeted Construction Cost	5.50%



Consent Agenda Item No. 7.E.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on a Resolution Approving a Professional Services Agreement for the Development of a New Sign Code, with McKenna Associates, Inc., in the Amount of \$69,000, as requested by the Development Services Department.

Recommended Motion: The proposed Resolution be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5e. More attractive city: commercial areas and neighborhoods

Background: If approved, the City Council authorization to enter into an agreement with McKenna Associates, Inc. ("McKenna") for professional planning and drafting services for the development of a new Sign Code. This will result in the replacement of the current "Advertising Sign Code" (Ch. 3) with a new code incorporated into the Zoning Code (Ch. 44). The goal is to create a Code that is to clear, consistent, enforceable, and reflective of the City's commitment to design excellence, legal compliance, and community character.

Two responses were received for this Request for Proposal ("RFP") #2026-16; one from ZoneCo, LLC, and one from McKenna Associates, Inc. Both were evaluated utilizing the criteria set out in the RFP and although both provided quality proposals and scored high, staff felt that McKenna Associates, Inc. proposal demonstrated a strong understanding of the scope and project that will be in the best interest of the City. McKenna has more than 45 years of history working on similar projects throughout the Midwest and has extensive expertise in urban design, zoning reform, and stakeholder engagement.

The Scope of Work includes:

- Project Initiation
- Assessment of Existing Advertising Sign Code
- Draft Sign Code Framework
- Prepare Draft Sign Code
- Staff Review and Revisions
- Public Engagement
- Final Sign Code & Adoption Support

Approval of this agreement will allow the Development Services Department to initiate and implement the Sign Code update project, with a completion date in early Fiscal Year ("FY") 2027. The funds were allocated as part of the existing FY 2026 budget.

Community Groups/Interested Persons Contacted: This project was noticed in *The Pantagraph* as RFP #2026-16 on November 25, 2025.

Financial Impact: If approved, the City will enter into an Agreement with McKenna Associates, Inc., in the amount of \$69,000. This will be paid from Planning-Other Purchased Services account (10015420-70690). Stakeholders can locate this in the FY 2026 Budget Book titled "Budget Overview & General Fund" on page 262.

Attachments:

1. Resolution
2. Resolution - Exhibit A - Agreement

RESOLUTION NO. 2026 - ____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF A NEW SIGN CODE, WITH MCKENNA ASSOCIATES, INC., IN THE AMOUNT OF \$69,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a resolution approving a professional services agreement for the development of a new sign code ("Agreement"), with McKenna Associates, Inc., in the amount of \$69,000 ("Exhibit A"); and

WHEREAS, the Advertising Sign Code ("CODE") of the City of Bloomington, Illinois, ("City") was drafted and adopted as Chapter 3 of the Bloomington City Code, 1960, in 1979 and has been rarely updated since; and

WHEREAS, changes in the governing codes of the City, State, and Nation have altered how sign regulations can be administered and enforced since 1979; and

WHEREAS, the current CODE is out of date, unclear, and difficult to administer; and

WHEREAS, the City provided appropriate notice for a Request for Proposals ("RFP"), and the proposal received from McKenna Associates, Inc. demonstrated a clear understanding of the City's commitment to design excellence, legal compliance, and community character; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement (Exhibit A), and any other documents necessary to administer such.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
McKenna Associates, Inc.

FOR
Sign Code Development

THIS AGREEMENT, dated this ____ day of _____ March _____, 2026, is between the City of Bloomington, IL (hereinafter "CITY") and _____ McKenna Associates, Inc. _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

RFP #2026-16 Development of City Sign code _____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☒

This Agreement does not require the furnishment of any bonds by the VENDOR.

☐

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising solely from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☐

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

McKenna Associates, Inc.
Attn: Kevin Garcia
124 E Fulton Street
Suite 6B
Grand Rapids, MI 49503

Copy to:

City of Bloomington
Attn: Kelly Pfeifer
115 E Washington St.
2nd Floor - Govt Ctr
Bloomington IL 61701

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its President
John R. Jackson, AICP

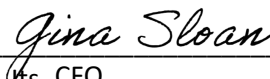
By:  _____
Its CFO

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

See attached.

RFP #2026-16 - Development of City Sign Code

McKenna Associates Inc. Proposal - Scope of Services

SECTION 1. SCOPE OF SERVICES.

The Consultant shall perform all the necessary services under this Agreement.

The above proposal to the City by the Consultant, dated December 22, 2025 and updated February 9, 2026 is attached to and made a part of this agreement. The Consultant shall carry out all activities and end products specified in the above-cited proposal in a satisfactory and proper manner as set forth in the proposal.

SECTION 2. MEETINGS.

The Consultant shall prepare for and attend up to the following:

1. Kick-Off Meeting
2. Twelve (12) Virtual Monthly Check-In Meetings
3. Three (3) Hearings to Assist in Adoption

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. The City shall pay the Consultant for the work as described in SECTION 1. SCOPE OF SERVICES and SECTION 2. MEETINGS in the amount of Sixty-Nine Thousand Dollars (\$69,000.00).
 - B. **Additional Services.** For additional professional services provided to the City, at the City's request after receiving the additional amount and receiving appropriate approval for a change order, as described in Section 3. and which are beyond the Scope of Services and End Products described in Sections 1. and 2., above, including attendance at additional meetings or other services, the Consultant shall be compensated on an hourly basis as follows:
-

Professional Classification	Rate Per Hour*
President	\$220
Executive or Senior Vice President	\$200
Vice President	\$190
Director	\$180
Senior Principal or Manager	\$175
Principal	\$145
Senior	\$130
Associate	\$110
Assistant	\$100
Administrative Assistant	\$85
Consultation, preparation for, and sitting as expert witness in legal matters.	\$220

* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

Hourly rates are valid through December 31, 2026. Annually thereafter, they will be adjusted by a percentage equal to any increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

- C. **Payment.** Payment for services shall be monthly based upon Consultant's estimated percent complete and a description of services performed. Consultant shall submit an invoice, and the City shall within forty-five (45) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by the invoice.

SECTION 4. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT.

If requested by the Consultant and if available, the City shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Copies of previous Planning Commission minutes.
- B. Planning Commission agenda packages submitted to the Consultant prior to the meeting.
- C. One set of the most recent aerial photos (with property lines) of the City, as available from County or Regional Agencies.
- D. Copies of previously prepared plans, maps and ordinances, economic development data or economic studies, as applicable.
- E. Updated assessment and ownership data, tax maps, and other basic data to be gathered and/or made available from City and County files, as may become available.
- F. Information on utilities, both public and private, applicable records, minutes, agendas, base maps, tax maps, environmental data and other basic data to be gathered and/or made available from City files.
- G. Any professional, legal or accounting services connected with the project and the costs of publication, postings, notices and mailings. The City shall be responsible for all scheduling and notification of meetings.
- H. Information available to the City from State, regional, and local data sources.
- I. The City will provide all documents that are public and any other document that is not confidential or prohibited. The City will have the right to first approve any document used other than by the Consultant for their own information.

SECTION 5. SERVICES.

The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as are fully described herein.

SECTION 6. TIME.

The Consultant shall complete work required and described in this Agreement within twelve (12) months of authorization of this agreement, according to a mutually agreed upon schedule, unless the City and Consultant mutually agree to alter the timeline

SECTION 7. ACCEPTANCE.

Consultant hereby agrees to perform the services described herein.

SECTION 8 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex, national origin, or any reason prohibited by applicable law.

SECTION 9. OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

SECTION 10. COMPLIANCE WITH ALL LAWS

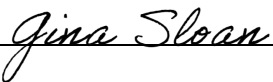
In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 11. NO CONFLICT OF INTEREST.

During the term of this contract, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

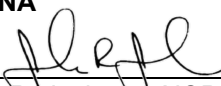
SECTION 12. COMPLIANCE WITH CODE OF ETHICS.

The consultant agrees it shall be bound by the American Planning Association Code of Professional Ethics.



McKENNA

By: _____


John R. Jackson, AICP, President

MCKENNA

PROPOSAL TO PREPARE

Sign Code Development

CITY OF BLOOMINGTON, IL



DECEMBER 22, 2025

Communities for real life.



MCKENNA

December 22, 2025

City of Bloomington
115 E Washington St
Bloomington, IL 61701

RE: City of Bloomington Sign Code Development

To whom it may concern,

On behalf of McKenna, a full-service planning and design firm dedicated to building better communities through thoughtful code reform and meaningful engagement, I am pleased to submit our proposal for the City of Bloomington Sign Code Development. We are excited about the opportunity to help Bloomington modernize its sign regulations to be clear, consistent, enforceable, and reflective of the City's commitment to design excellence, legal compliance, and community character.

Our team brings deep experience in zoning and sign code updates, a strong understanding of content-neutrality and First Amendment considerations, and a proven approach to community engagement. We understand the challenges the City faces with outdated and scattered sign regulations, especially in a post-*Reed v. Gilbert* legal environment, and we are eager to partner with City staff, key stakeholders, and the public to shape a code that supports both local businesses and neighborhood aesthetics.

McKenna's blend of technical expertise, innovative problem-solving, and commitment to collaborative planning positions the firm as an ideal partner for this critical project. We bring extensive expertise in urban design, zoning reform, and stakeholder engagement, supported by a proven track record of fostering economic development through community-based solutions. Our proposal outlines more about McKenna's 45+ year history of working throughout the Midwest and provides information on our breadth of services.

We welcome the opportunity to discuss our submission further or answer any questions. **Kevin Garcia, AICP, CNU-A** will be the project manager and point person for this project. He can be reached at 248.596.0920 or kgarcia@mcka.com.

Thank you for considering our qualifications. We would be honored to support the City of Bloomington in this important next step forward.

Respectfully submitted,

McKENNA

John Jackson, AICP, NCI
President

GRAND RAPIDS
124 East Fulton Street
6th Floor, Suite B
Grand Rapids, Michigan 49503

○ 616.226.6375
F 248.596.0930
MCKA.COM

Communities for real life.



Sign Code Development



CITY OF BLOOMINGTON, IL
DECEMBER 22, 2025

**with updated scope and
budget February 9, 2026**

MCKENNA

124 E. Fulton St, Suite 6B
Grand Rapids, MI 49503

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Introduction of Firm



McKenna's team of over 50 experts in planning, zoning, and economic development have deep experience throughout the Midwest and are ready to partner with the City of Bloomington to develop a modern, legally-defensible Sign Code that is easy to understand and administer.

McKenna's team of talented planning, design, and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. McKenna currently provides project services to more than 85 communities throughout the Midwest. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 47-year record of client satisfaction and on-time, on-budget delivery.

HEADQUARTERS

235 East Main St
Suite 105
Northville, MI 48167

DETROIT

211 W. Fort St
Suite 1310
Detroit, MI 48226

GRAND RAPIDS

124 E. Fulton St
Suite 6B
Grand Rapids, MI 49503

KALAMAZOO

151 S. Rose St
Suite 920
Kalamazoo, MI 49007

OHIO

1223 E. Main St
Suite 307
Columbus, OH 43205

MCKA.COM | INFO@MCKA.COM | 888.226.4326



Areas of Service

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Strategic Planning Facilitation
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration

Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design



Project Understanding and Approach



We understand that Bloomington wishes to replace its Advertising Sign Code with a unified Sign Code that is streamlined, simplified, and serves as a living document that can grow to address the City's needs. We acknowledge that the current code is outdated, rigid, ambiguous, and inconsistent. The McKenna Team will address these issues directly and align new sign regulations with the City's broader planning goals as development activity increases. Our approach and methodology will focus on the following key themes:

ADDING CLARITY TO AN OUTDATED CODE

We recognize that the existing sign regulations have proven substandard for the City's needs, making review and administration inefficient, inconsistent, and unpredictable. McKenna's approach is to totally replace the code. We will organize and write provisions that are clear easy to use, eliminating redundancies and outdated content. We will introduce user-friendly elements such as tables and illustrative graphics to clearly communicate sign standards. This will make the regulations more accessible to business owners, residents, and staff, and reduce the administrative burden to enforce the code and review sign applications. We will also ensure that all sign-related provisions are unified as an article within the City's existing zoning code.

CONTENT NEUTRALITY & LEGAL COMPLIANCE

In the wake of *Reed v. Town of Gilbert* (2015) and *City of Austin v. Reagan National Advertising* (2022), it is crucial that the new sign regulations be content-neutral and legally defensible. Our team will carefully review all sign definitions and categories and eliminate content-based distinctions, focusing regulations on physical aspects like size, placement, illumination, and duration of display rather than the message. We will ensure the updated code complies fully with First Amendment requirements and relevant Illinois case law, with guidance from our legal expert. This will protect the City from legal challenges and bring the code into compliance with post-*Reed* standards. We will document how each provision meets content-neutral criteria and provide clear justifications for any distinctions based on zoning districts or sign types.

MODERN PRACTICES, NEW TECHNOLOGIES, AND NONCOMPLIANT SIGNS

Sign technology and practices have evolved (e.g. digital LED signs, electronic message centers, interactive displays), and the McKenna Team will update the City's regulations to address this. We will incorporate provisions to manage modern sign types in a sensible way and to implement approval and management processes as requested for "pop up" and "seasonal" signs. McKenna's approach will be one that incorporates new technologies while remaining cognizant of the practicality of materials, methods, and presentation. We will reference best practices from other communities that successfully regulate these technologies with the goal of allowing reasonable use of modern signs and new materials while safeguarding community aesthetics and safety. We will also ensure that the new code allows for the gradual reduction and removal of non-compliant signs over time, giving the City an opportunity to create a unified aesthetic unique to Bloomington.

ROBUST, AUTHENTIC PUBLIC ENGAGEMENT

At McKenna we believe in an engaged planning approach that has at its core a robust public engagement process. Our approach to engagement is **hybrid** – involving both in-person and virtual methods to maximize participation. Early in the project, we will conduct listening sessions and interviews (face-to-face and online) to gather input on sign issues, concerns, and the community's vision for signage. We will use online surveys and interactive web tools to reach people who cannot attend meetings in person. Throughout the project, we will maintain open communication, providing updates on our findings and draft proposals via an interactive project website. This inclusive approach ensures that community feedback is continually integrated into the draft code. By engaging stakeholders from the outset and offering multiple ways to participate, we will build consensus and public support for the new code. We understand that balancing business needs (like effective advertising) with community desires (like attractive, uncluttered streetscapes) requires careful listening and creative solutions developed in collaboration with the public.



Scope of Work and Schedule



The following work plan lays out a clear and collaborative process for the Sign Code Development that serves both the citizens and staff of the City of Bloomington.

McKenna will address the following seven primary tasks:

- Task 1 – Project Initiation
- Task 2 – Assessment of Existing Advertising Sign Code (High Level)
- Task 3 – Draft Sign Code Framework
- Task 4 – Prepare Draft Sign Code (First Draft)
- Task 5 – Staff Review and Revisions
- Task 6 – Public Engagement
- Task 7 – Final Sign Code & Adoption Support

TASK 1. PROJECT INITIATION



Project initiation includes a kick-off meeting and the associated tasks necessary to get the project up and running. These include:

KICK-OFF MEETING. We will meet with City staff to review the work plan and finalize a structure for review and management of the process to:

- Establish a working relationship;
- Reach an understanding of expectations and answer questions;
- Make mutually agreed upon adjustments in the work plan;
- Finalize timeline and key milestones;
- Review relevant local ordinances, zoning districts, design guidelines, plans, and permitting workflows; and
- Identify preferred method(s) of communication (e.g., email, Zoom, Microsoft Teams, etc.).

At project initiation we will have our first of 12 (virtual) monthly check-in meetings with City staff.

DELIVERABLES:

- » *Schedule of key project milestones and meeting dates.*
- » *Initial advertising for the project.*

TASK 2. ASSESSMENT OF EXISTING ADVERTISING SIGN CODE (HIGH LEVEL)



McKenna will perform a thorough review of Bloomington's current sign regulations. This includes examining all ordinances, standards, and procedures as they relate to signs to provide a complete understanding of the regulations' impacts. We will evaluate the current regulations for:

- Consistency with recent case law;
- Internal consistency and organization;
- Effectiveness;
- Opportunities for modernization; and
- Alignment with the City's planning policies.

McKenna will also review the current design review and approval process for signs to identify any opportunities to streamline approvals for simpler sign applications. We will work closely with City staff (through meetings and joint review sessions) to understand specific pain points, desired additions, and modifications already identified by the City.

This **diagnostic** will document sections that need clarification, modernization, or alignment with current or new policies. By comparing the existing regulations against best practices and legal standards, we will establish a foundation for the new sign code. The diagnostic memo highlights key findings and outlines initial recommendations or issue areas to address. This memo will serve as a basis for discussion with City staff and will be shared with stakeholders as appropriate to inform stakeholder engagement.

DELIVERABLES:

- » *Diagnostic memorandum.*

TASK 3.

DRAFT SIGN CODE FRAMEWORK

Based on the insights from the diagnostic memorandum and staff collaboration, McKenna will prepare a framework for Bloomington's new sign code. This framework will include the following:

- A recommended structure to integrate a new Sign Code article into the City's Zoning Code chapter.
- Proposed sign categories, definitions, measurement methodologies, and district-based standards.
- Provide best-practice recommendations for sign types such as:
 - Wall, monument, and freestanding signs
 - Electronic message centers
 - Temporary and incidental signs
 - Wayfinding and directional signs
 - Multi-tenant commercial signage
 - Institutional/civic signs

DELIVERABLES:

- » *Preliminary outline and organization of new sign code.*
- » *Best-practice recommendations for above sign types.*

TASK 4.

PREPARE DRAFT SIGN CODE (FIRST DRAFT)

McKenna will prepare draft Sign Code regulations. Key features of this draft will include: new or revised definitions for all sign types; a clear organization (e.g. purpose, general provisions, definitions, permitted signs by district or type, prohibited signs, nonconforming signs, administration/enforcement); content-neutral language throughout; and standards that address identified gaps (such as regulations for "pop up" and "seasonal" signage). We will ensure the draft is user-friendly, with tables to compare sign allowances by district and illustrations for sign types and more complex concepts. Emphasis will be placed on intuitive use, clarity, and plain language.

DELIVERABLES:

- » *Draft Sign Code that can be shared with staff and City officials for review and comment.*

TASK 5.

STAFF REVIEW AND REVISIONS

McKenna will present the draft Sign Code to staff for review and to gather feedback. We will hold staff review sessions virtually or in-person, and will prepare revised drafts based on feedback from staff. Before releasing the draft to the public, we will walk staff (including the City's legal counsel) through the near-final draft to ensure technical accuracy, feasibility, and legal defensibility.

DELIVERABLES:

- » *Revised draft Sign Code that can be shared with officials and the public for further review and comment.*

TASK 6. PUBLIC ENGAGEMENT



Quality stakeholder engagement is a foundation of McKenna’s engaged planning approach. The McKenna Team will engage the Bloomington community through a proactive public engagement strategy. Throughout the process there will be multiple opportunities for the community to provide guidance, react to ideas, and ask questions. While stakeholder engagement is presented as a discrete task, these activities will take place throughout the entire project. The following outlines key engagement milestones:

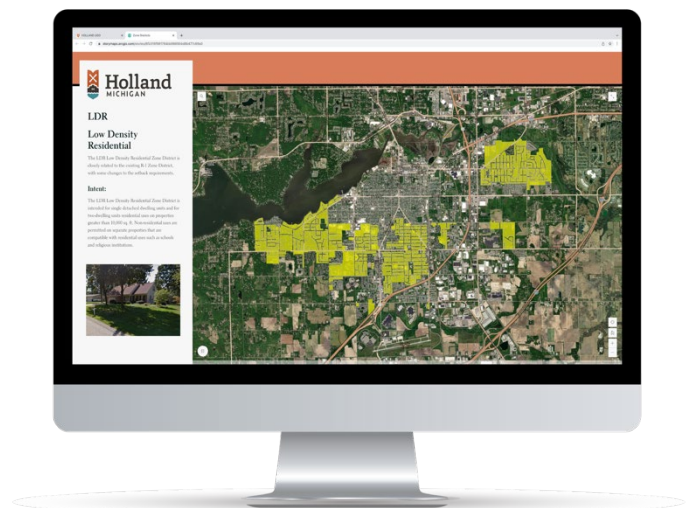
Project Website:

McKenna will create a project-specific, interactive website which will serve as a clearinghouse for all project information (e.g., memos, schedule, presentations, summaries, FAQs). The website may also include a survey and interactive map where the community can leave comments at their convenience. These tools can be used to gauge tolerance for digital signs, opinions on temporary sign duration, and priorities like “reduce visual clutter” vs “support business visibility.” The website will allow the public to provide feedback in a low-stakes environment, encouraging candid thoughts.

Open House:

Towards the end of the project, when the draft Sign Code is ready for review, the Team will hold a public open house where we will present the key changes and allow attendees to walk through stations highlighting different aspects of the code (e.g., new rules for residential signs, changes for commercial districts, etc.). As we refine the draft regulations, this will ensure that community voices are heard, and final adjustments can be made in response to public input.

We will also coordinate with the City’s communications team to spread the word via social media and local networks, ensuring broad awareness. Throughout the project, McKenna will maintain a transparent process by sharing information regularly and inviting input, so that community members feel ownership of the new sign



house where we will present the key changes and allow attendees to walk through stations highlighting different aspects of the code (e.g., new rules for residential signs, changes for commercial districts, etc.). As we refine the draft regulations, this will ensure that community voices are heard, and final adjustments can be made in response to public input.

We will also coordinate with the City's communications team to spread the word via social media and local networks, ensuring broad awareness. Throughout the project, McKenna will maintain a transparent process by sharing information regularly and inviting input, so that community members feel ownership of the new sign regulations. This task ensures that the code update is not done in isolation but is shaped by local voices and is responsive to community priorities.

DELIVERABLES:

- » *Public Input Summary, highlighting key themes.*
- » *Empowerment of the public to influence the resulting regulations.*
- » *Project Website, promoting transparency and community engagement*

TASK 7. FINAL SIGN CODE AND ADOPTION SUPPORT

Following the review and feedback period, McKenna will produce the final Sign Code. We will carefully consider all input from the previous tasks and revise the draft as needed to address valid concerns, improve clarity, and gain broader support. Our team will work with City staff to resolve any conflicting comments and ensure the final version meets the City's objectives and legal standards. The final Sign Code will be formatted and ready for legislative action. We will also update graphics and tables to their final form and ensure all references within the code are consistent. Once City staff gives final approval on the content, we will deliver a final ordinance package to complete this task.

At the end of this task, Bloomington will have a complete, final Sign Code, ready for adoption and implementation. McKenna will ensure a smooth handoff of all files and will remain available to the City for any follow-up questions as the code is rolled out. We will provide staff with a crosswalk document comparing the former Advertising Sign Code with the new Sign Code. This comprehensive approach to finalizing the code ensures the finished ordinance is refined, consensus-backed, and actionable for the City's staff and leadership.

While McKenna understands that the formal adoption of the new sign regulations will be conducted by the City, our team will provide full support to ensure adoption is successful. McKenna will attend up to three (3) adoption hearings to assist in the adoption process as needed.

DELIVERABLES:

- » *Adoption copy of the full ordinance in hard copy and digital format.*
- » *Crosswalk document to provide to staff.*
- » *Editable files, graphics, and a final report summarizing major changes.*
- » *Support for adoption process.*

Project Team

We have assembled an exceptionally well-qualified team of professionals to work with the City of Bloomington. Each team member will play a critical role in your Sign Code Development— consider this team an extension of your internal capacity. Detailed resumes are included at the end of the proposal.

McKenna employs a rigorous quality assurance process—including internal peer reviews, data validation protocols, and milestone reviews with City staff—to ensure accuracy, clarity, and usability of all deliverables. We have carefully selected this team to meet your requirements and have ensured that they will be available to complete the project. In the event of personnel changes, we have a deep bench of qualified team members and a documented hand-off protocol to maintain continuity of support without disruption. As your professional partner in developing your new Sign Code, the City has access to not only the expertise of the professionals in this proposal, but our entire 50+ person planning team that can provide the full range of quality planning and design services.



PROJECT MANAGER

Kevin Garcia, AICP, CNU-A, Principal Planner

Kevin will serve as the Project Manager. He will be responsible for management of work tasks, public meeting and workshop facilitation, and day-to-day project guidance and management. (Grand Rapids Office)



SIGNAGE AND DESIGN SPECIALIST

Brian Keesey, AICP, Senior Principal Planner

Brian will serve as the Sign and Design Specialist, applying his strong design sensibility and expertise in urban aesthetics to shape sign regulations that complement the built environment. His work will focus on creating and streamlining sign standards that align with the City's existing zoning code, reinforcing a cohesive public realm while allowing for creativity and flexibility in expression. (Northville Office)



ZONING SPECIALIST

Remy Clark, Senior Planner

Remy will serve as the Zoning Specialist, bringing his administration experience to the technical aspects of the Sign Code review and ensuring the code is both easy to understand and to administer. Remy is well-equipped to assess legal consistency and practical enforceability, working closely with the City's legal counsel as needed. (Grand Rapids Office)



GRAPHICS

Carrie Leitner, Senior Art Director

Carrie will use her design sensibility and knowledge to create graphics to help in the understanding of the code. She will also create an attractive and colorful, yet practical, document template. (Northville Office)

Relevant Project Experience



The McKenna Team brings diverse expertise to the City of Bloomington, including a deep understanding of innovative zoning best practices, as well as the specific legal and enforcement challenges posed by sign regulations.

Members of our team are industry leaders in organizing efficient, effective projects that result in compelling, targeted plans with a strong focus on implementation. Our professionals embrace:

- Highly effective public processes
- Walkability, bicycling facilities, greenways, trails, complete streets, healthy streets
- Active living, active transportation
- Placemaking
- Parks and open space
- Economic development
- Livable communities
- Environmental preservation
- Land use and conservation
- Traffic and intersection analysis, especially to determine minimum lane needs, circulation, and multi-modal mix
- Context-sensitive design solutions

We tailor our work to reflect each community's local economy, environment, and political context, with sensitivity to history, scale, population, and demographic diversity. Enclosed are selected examples of our most relevant experience, demonstrating McKenna's innovative processes and consistent delivery of actionable results. Our

We believe the most important work was done before we arrived and will be ongoing after we leave.

We help build bridges from the past and make course corrections for the future.

proven track record gives us confidence that we are the most qualified firm to partner with you on your Sign Regulations Update, and we welcome the opportunity for you to contact our references.

EXAMPLE CODES

A selection of McKenna-drafted zoning codes, which include sign regulations, can be found online at the following locations.

City of Battle Creek, MI: www.battlecreekmi.gov/212/Planning-Zoning

City of Holland, MI: <https://www.cityofholland.com/868/Unified-Development-Ordinance-UDO>

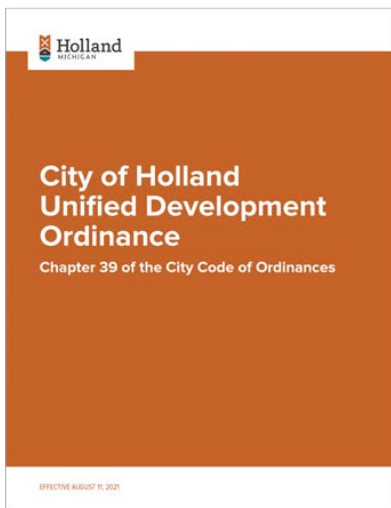
City of Ferndale, MI: <https://www.ferndalemi.gov/government/services/planning-zoning>

City of Grandville, MI: www.cityofgrandville.com/government/departments/city_clerk/ordinances.php

City of Livonia, MI: library.municode.com/mi/livonia/ordinances/zoning?nodeld=1102586

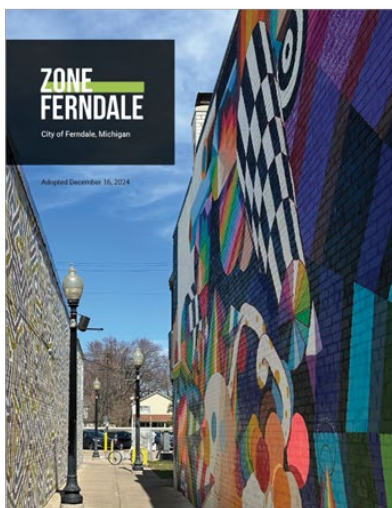
Chikaming Township, MI: <https://www.chikamingtownship.org/building-zoning>

Grand Haven Charter Township (Ottawa County), MI: https://ghtmi.gov/wp-content/uploads/2025/01/GHT-Zoning-Ordinance_11222024.pdf



ZONE DISTRICTS: NMM, RMU, F-6M, F-6XT, F-WASH, F-SSV					
Regulation	NOON SIGN	PROJECTING SIGN	AWNING/CANOPY SIGN	ILLUMINATED SIGN	TEMPORARY SIGN
Examples					
Maximum Height	N/A	5 ft	Awning, canopy, or marquee signs shall not exceed 10 ft in height above the building or structure. Signs shall be set back 10 ft from the face of a building or structure and shall not be set back from the building or structure.	40 ft	N/A
Maximum Size	1 ft in base of sign	25 sq ft in base of sign	2 ft in base of sign	2 ft in base of sign	2 ft in base of sign
Maximum Number	1 per business or other use	1 per property	1 per business or other use	1 per business or other use	1 per business or other use
Minimum Setback	N/A	5 ft	Awning, canopy, or marquee signs shall not exceed 10 ft in height above the building or structure. Signs shall be set back 10 ft from the face of a building or structure and shall not be set back from the building or structure.	N/A	N/A
Diagram					

ZONE DISTRICTS: CMU, GUMU					
Regulation	NOON SIGN	PROJECTING SIGN	AWNING/CANOPY SIGN	ILLUMINATED SIGN	TEMPORARY SIGN
Examples					
Maximum Height	N/A	20 ft	Awning, canopy, or marquee signs shall not exceed 10 ft in height above the building or structure. Signs shall be set back 10 ft from the face of a building or structure and shall not be set back from the building or structure.	40 ft	N/A
Maximum Size	1 ft in base of sign	25 sq ft in base of sign	2 ft in base of sign	2 ft in base of sign	2 ft in base of sign
Maximum Number	1 per business or other use	1 per property	1 per business or other use	1 per business or other use	1 per business or other use
Minimum Setback	N/A	5 ft	Awning, canopy, or marquee signs shall not exceed 10 ft in height above the building or structure. Signs shall be set back 10 ft from the face of a building or structure and shall not be set back from the building or structure.	N/A	N/A
Diagram					



ZONE FERDALE	
Right of Way: A legal right of passage on, below, or above a street, alley, railroad, or easement.	
Right-of-Way: An easement where coffee beans are roasted and prepared for consumption.	
Definitions 5-T	
Self-Storage Facility, Indoor: An enclosed space for rent to the public to store non-perishable goods.	
Senior Living Facility: A range of housing and shelter options for seniors, adapted to the challenges of aging, such as limited mobility and mental health. A senior living facility may include accessory uses, such as on-site services, cafes, entertainment, laundry, and personal services.	
1) Assisted Living: A facility providing responsible adult supervision or assistance with routine living functions of an individual (where the individual's condition necessitates that supervision or assistance).	
2) Independent Living: A facility that affords seniors the ability to live on their own while taking advantage of various amenities and community offerings.	
Setback: The minimum and maximum horizontal distance that a building, structure, or parking lot must be from any lot line.	
Short-Term Rental: A dwelling unit for rent in part or in its entirety for less than 30 consecutive days per occupant.	
Signage: Any visible device which displays either commercial or noncommercial messages by means of graphic representation of alphabets or pictorial symbols or representations.	
1) Blanketed Sign: A sign that no longer advertises a valid business, product, service, activity, owner, or lessor or is located for 60 days or a sign support structure with no signage for more than 6 months.	
2) Banner Sign: A sign on paper, cloth, fabric, plastic, or other flexible material that is attached to a permanent sign base or hanging between two points or structures.	
3) Billboard Sign: A large sign erected, maintained, and used for the purpose of displaying messages that can be seen from a long distance or read from a vehicle traveling at higher speeds. This sign usually contains a message or advertisement, product, service, space, or activity not available on the lot where the sign is located.	
4) Banner Sign: A sign on paper, cloth, fabric, plastic, or other flexible material that is attached to a permanent sign base or hanging between two points or structures.	
5) Billboard Sign: A large sign erected, maintained, and used for the purpose of displaying messages that can be seen from a long distance or read from a vehicle traveling at higher speeds. This sign usually contains a message or advertisement, product, service, space, or activity not available on the lot where the sign is located.	

ZONE FERDALE	
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INNOVATIVE APPROACHES FOR MODERN CODES

The table below highlights our innovative approach to developing modern, easy-to-use ordinances, including sign regulations. In each community, we've crafted sign codes that are tailored to local character and priorities, incorporating clear tables, graphics, and illustrations to make the regulations intuitive and visually accessible.

Zoning Techniques	Community							
	Grand Haven Twp.	Holland	Chikaming Twp.	Battle Creek	Grandville	Pickerington (OH)	Livonia	Ferndale
Unified Development Ordinance								
Combining different ordinances into a single one-stop document.	•	•		•			•	
Form Based Code								
Coding for the design of the built environment, more than the use of the building interior.		•		•	•		•	•
Lean Zoning								
Reducing the number and complexity of regulations to only those that achieve specific community goals.			•		•	•		•
Innovative Zoning Districts and Overlays								
Districts for specific character areas, districts with few requirements to spur redevelopment, consolidation of districts, districts for unusual situations – zoning for real life!		•	•	•	•	•	•	•
Sustainability and Resiliency								
Protecting natural resources, promoting environmental justice, preventing sprawl, and ensuring high quality of life.	•	•	•	•	•		•	•
Modern Organization and Usability								
Organized with the end user in mind, including hyperlinks, tables, charts, and making sure the most used portions of the ordinance are in the front of the book.	•	•	•	•	•	•	•	•

Current Commitments



PROJECT MANAGER

Kevin Garcia, AICP, CNU-A, Principal Planner

- Ganges Township – Consultant Planner
- City of Fennville – Consultant Planner
- City of Grand Haven – Center Town Sub-Area Plan
- City of Benton Harbor – Zoning Ordinance Update



SIGNAGE AND DESIGN SPECIALIST

Brian Keesey, AICP, Senior Principal Planner

- Lyon Township – Consultant Planner
- City of Flat Rock – Consultant Planner
- West Bloomfield Township – Preparation of Master Plan
- City of Port Huron – Preparation of Master Plan
- City of Wayne – Wayfinding Design and Implementation



ZONING SPECIALIST

Remy Clark, Senior Planner

- Ferry Township – Zoning Ordinance Update
- Lake Township – Zoning Ordinance Update
- Benona Township – Zoning Ordinance Update
- West Benzie Joint Planning Commission Zoning Ordinance Update



GRAPHICS

Carrie Leitner, Senior Art Director

As our in-house graphics expert, Carrie and her staff handle all graphics-related needs for McKenna and its clients.

Public Engagement Experience



McKenna's approach to publicizing and designing public engagement led to a strong turnout for a design-based open house for the South Euclid, OH Master Plan.

McKenna's planners and designers are skilled at leading engagement that gets to the heart of key issues, respects participants' time and perspectives, and adds real value for City leaders, residents, property owners, and other stakeholders.

We believe that effective public outreach must be:

- Inclusive
- Well-organized
- Well-publicized
- Productive
- Welcoming to all

The following case studies outline McKenna's dedication to comprehensive public engagement:

Unified Development Ordinance

CITY OF HOLLAND, MICHIGAN

The City of Holland is a historic and beautiful community, with waterfront, neighborhood business districts, legacy industrial areas, and one of Michigan's most successful downtowns.

REFERENCE

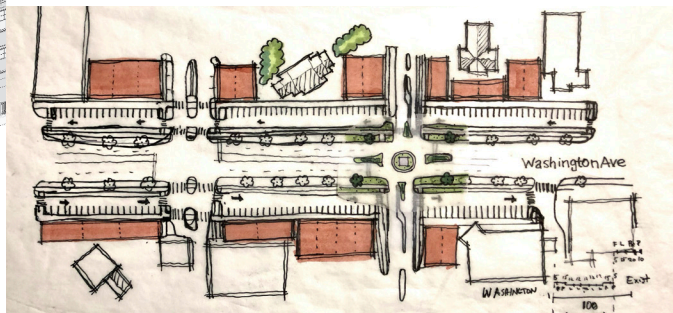
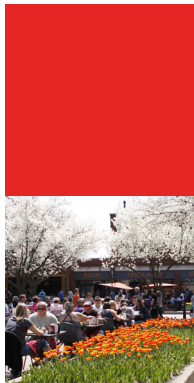
Mark Vanderploeg
Director of Community and
Neighborhood Services
City of Holland
(616) 355-1300

But the City's zoning ordinance was originally written in 1943 and amended—but never fully rewritten—dozens of times since then. The City engaged McKenna to engage in a comprehensive rewrite. The ordinance even got a new name – the Unified Development Ordinance, indicating the inclusion of not only zoning regulations, but also the subdivision ordinance and other development-related regulations.

McKenna and City staff engaged in comprehensive public outreach program, including a week-long charrette, neighborhood meetings, online surveys, stakeholder engagement, and a series of public hearings held around the City.

The ordinance included a number of innovative elements, including:

- A Form Based Code for the downtown and select corridors and neighborhood business districts.
- A "Greenfield" mixed use district to ensure that undeveloped sites on the edge of the city would be built out in an urban format.
- A "Redevelopment" mixed use district for legacy industrial areas in the core of the City.
- An airport overlay, consistent with MDOT and FAA regulations, to ensure development near the airport would not be incompatible with aviation.
- A progressive landscaping section rooted in sustainability.



Master Plan

CITY OF MONTAGUE, MICHIGAN



Montague, Michigan—renowned for its small-town lake shore charm and its proximity to White Lake and Lake Michigan—hadn't updated their citywide master plan since 2013. Recognizing the community desire for measured growth and protection of natural spaces and heritage, the City selected McKenna to prepare the 2023 Montague Master Plan.

A defining feature of the planning process was the extensive public engagement process which included: 1) Four-community visioning sessions with elected and appointed officials; 2) Facilitated public engagements open houses with members of the public invited to join. 3) An Online 30-question community survey that received 367 responses. 4) Professionally drawn concept designs for downtown storefronts and buildings.

The resulting plan focuses on strong neighborhoods, a vibrant downtown, highlighting pedestrian connections, especially to streets, parks, plazas, sidewalks, and civic buildings. The plan also highlights key areas where Montague can consider economic growth, while protecting its natural resources and small-town character.

Recreation Plan

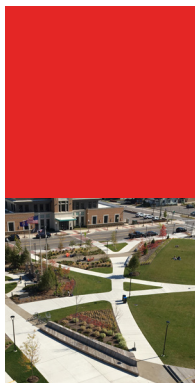
CITY OF ROYAL OAK, MICHIGAN

Royal Oak has a long history of championing park space. In 2022, the City enlisted McKenna to create a new vision for parks and recreation in the City, one that would be rooted in significant public and stakeholder engagement. The additional imperatives of sustainability, accessibility, and fiscal responsibility guided the planning process.

McKenna designed and executed a comprehensive engagement program that offered both virtual and in-person opportunities to relay stakeholders' aspirations for the future of their parks. More than 1,000 community members provided input virtually, and the team met with hundreds more residents in a series of Field Day events, individual interviews, and focus-group discussions.

To accurately assess each of Royal Oak's recreational assets, McKenna created a GIS-based facility inventory that documented existing conditions and opportunities for facilities, sustainability, and accessibility. Informed by that inventory, technical analysis, and the engagement process, the team provided action plan recommendations system-wide and specific to each park.

Underpinned by an authentic, community-supported vision, the plan provides a comprehensive roadmap for stewardship of the Royal Oak parks and recreation system for the next five-plus years.





References

McKenna has a long working history in communities large and small throughout the Midwest. Our track record of success with communities speaks for itself. We encourage you to contact our references.

City of Grandville, MI	Project
Matt Butts <i>Assistant City Manager</i> 3195 Wilson Avenue SW Grandville, MI 49418 (616) 531-3030	Zoning Ordinance, Adopted December 2024
City of Holland, MI	
Steve Peterson <i>Senior Planner</i> 270 S. River Avenue Holland, MI 49423 (616) 355-130	Unified Development Ordinance, Adopted July 2021
City of Livonia, MI	
Mark Taormina <i>Planning Department Head</i> 33000 Civic Center Drive, 3rd Floor Livonia, MI 48154 (734) 466-2290	Zoning Ordinance, Adopted August 2021
City of Ludington, MI	
Heather Tykoski <i>Community Development Director</i> 400 S Harrison Street Ludington, MI 49431 (231) 845-6237	Unified Development Ordinance, Adopted January 2025
City of Pickerington, OH	
Dave Gulden <i>Development Director</i> 100 Lockville Road Pickerington, OH 43147 (614) 837-3974	Zoning Ordinance, In progress

Budget Proposal

McKenna proposes the following not-to-exceed lump sum professional fee for the City of Bloomington Sign Code Development. This includes all expenses related to the project. We are happy to adjust our scope and fees to meet your specific needs.

Service	Fee
Sign Code Development	\$69,000

The following is an itemized breakdown of the fees to complete the Sign Code Development, as described in the proposal.

Key Tasks	Itemized Fee
Task 1 – Project Initiation and Kickoff	\$6,000
Task 2 – Assessment (Technical Audit) of existing Advertising Sign Code	\$7,500
Task 3 – Draft Sign Code Framework	\$10,000
Task 4 – Prepare Draft Sign Code (First Draft)	\$12,000
Task 5 – Staff Review and Revisions	\$7,500
Task 6 – Public Engagement	\$10,000
Task 7 – Final Sign Code and Adoption Support	\$16,000
TOTAL	\$69,000

MCKENNA PROFESSIONAL FEE SCHEDULE

Additional services beyond the scope can be provided, at the City's request, based on McKenna's professional fee schedule (below) or a separate negotiated fee.

Professional Classification	Rate Per Hour*
President	\$220
Executive or Senior Vice President	\$200
Vice President	\$190
Director	\$180
Senior Principal or Manager	\$175
Principal	\$145
Senior	\$130
Associate	\$110
Assistant	\$100
Administrative Assistant	\$75
Consultation, preparation for, and sitting as expert witness in legal matters.	\$220

* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

These hourly rates are valid through December 31, 2025, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.



Kevin Garcia, AICP, CNU-A

PRINCIPAL PLANNER

EDUCATION

Master of Urban Planning and Policy
Physical Planning/International Development
University of Illinois Chicago

**Bachelor of Arts
Economics**
Illinois State University

PROFESSIONAL EXPERIENCE

Planning and Zoning Administration

Extensive experience conducting planning and zoning administration work at the municipal level, overseeing the Planning Commission, Zoning Board of Appeals, Design Review Board, and Historic Preservation Commission. Has been the staff planner or supervising planner on more than two hundred planning and zoning cases that have gone before boards, commissions, and City Council. Takes pride in making arcane zoning language understandable for anyone, and works diligently to replace such language in zoning ordinances with plain language.

Development Review

Reviews all types of development, and helps developers, engineers, architects, and regular people navigate the permitting and entitlement process. Has reviewed countless site plans, rezoning applications, subdivisions, variances, planned unit developments, and special and conditional use permits. Works to identify issues and streamline development review processes.

GIS Analysis and Mapping

Plans, develops, and conducts spatial analyses using demographic, land use, environmental, and other datasets. Creates easy-to-understand maps and graphics to convey results to wide-ranging audiences.

Public Engagement

Builds public engagement programs for various planning studies and projects, often focused on hands-on, direct participation with interactive mapping exercises and engaging discussion sessions. Prepares understandable maps, graphics, and surveys for engagement activities.

Comprehensive and Master Planning

As the City's Principal Planner, co-managed, co-wrote, was lead editor of, and created maps and graphics for Urbana, Illinois' first comprehensive plan in two decades. Was lead data analyst and demographer, and wrote and edited parts of Northwestern Indiana's 2040 Comprehensive Regional Plan, which won the Daniel Burnham Award for the best comprehensive plan in the United States.

Food Systems Planning

Has studied local food systems and developed strategies and recommendations to enhance them. Was project manager and author of the Northwestern Indiana Local Food Study for Lake, Porter, and LaPorte Counties.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning
Congress for the New Urbanism

CERTIFICATIONS

American Institute of Certified Planners



Brian Keeseey, AICP

SENIOR PRINCIPAL PLANNER

EDUCATION

Master of Urban & Regional Planning
Michigan State University

Bachelor of Landscape Architecture
Michigan State University

PROFESSIONAL EXPERIENCE

Project Direction and Management

Responsible for the oversight of large and small planning and zoning projects, leading teams of multi-disciplined professionals to the successful adoption of Master Plans, Zoning Ordinances and amendments, Capital Improvement Programs, Parks and Recreation Plans, Safety Audits, and grant administration. Leads an internal team of 6-8 planners and design professionals on career development and business-related tasks and objectives.

Land Use Planning and Zoning Administration

More than 15 years of experience providing support for citizens and developers with land use information and application procedures, reviewing small and large scale development proposals, site plans, and special use applications and recommending action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Provides land use and conceptual layout guidance for residents and landholders. Prepares annual planning reports, Capital Improvement Programs, and other State-required planning functions.

Zoning Ordinance Preparation

Zoning specialist who prepares large ordinance re-writes, minor ordinance revisions, and specialty/topical ordinance expertise. Well-versed in rural, suburban, and urban applications and requirements in zoning. Recent and current experience crafting regulations around signage, wind and solar energy, building design, bulk, and form, sustainable initiatives, and more. Presents recommendations and provides guidance to Planning Commissions and elected officials.

Comprehensive Planning and Implementation

Facilitates visioning and goal-setting sessions to guide master plan development. Provides demographic analysis, geographic analysis, and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Utilizes data to address difficult land use, equity, housing, and environmental impacts of land use plans and development patterns, with the intent to align local goals and objectives with actionable tasks that can be assigned to stakeholders to encourage accountability and buy-in.

Geographic Information System (GIS) Management, Analysis, and Modeling

McKenna GIS Manager responsible for the overall direction of company mapping product offerings, implementation, and design. Coordinates data analysis deliverables and information dissemination for clients and external agencies. Conducts U.S. Census, FEMA, USGS, and County-level data source analysis based on project needs to glean actionable insights for communities. Prepares map layouts and templates for cohesive and visually appealing deliverables to clients. Designs zoning and future land use maps for administration and comprehensive plans and develops online versions for public consumption using the ArcGIS Online platform. Administers databases of utility and infrastructure information. Drafts site plans, engineering details and design documents using AutoCAD.

MEMBERSHIPS

American Institute of Certified Planners
American Planning Association
Michigan Association of Planning



Remy Clark

SENIOR PLANNER

EDUCATION

Bachelor of Arts in Urban Studies
College of Charleston, South Carolina

PROFESSIONAL EXPERIENCE

Planning and Zoning Administration

Served in various municipal planning positions with the Town of Summerville, South Carolina. Oversaw application and review processes of the Board of Architectural Review and the Tree Protection Board, preparing agendas, staff reports, and public notices. Responded to inquiries regarding the development and permitting process, zoning requirements, historic preservation requirements, and general questions. Provided staff support in municipal projects regarding brownfields redevelopment, parks planning, and wayfinding signage. Experience with zoning ordinance updates, amendments, and drafting.

Served in a support role in the City of Cleveland, Ohio's form-based zoning code pilot program as an intern.

Master Planning / Comprehensive Planning

Provided staff support in the comprehensive planning process for the development of the Town of Summerville's 2026 Comprehensive Plan. Support included the facilitation of public engagement, data analysis and recommendation, and proofreading as well as long-range planning analysis.

Natural Resource Planning

Provided staff support in the development of the Town of Summerville's Urban Forest Master Plan, helping to provide recommendations regarding ordinance updates, streamlining review processes, and identifying urban canopy focus areas. Oversaw administration of the Town's tree protection ordinance, the oldest ordinance of its kind in the United States.

Historic Preservation

Reviewed all commercial and residential work performed in the Town of Summerville's Historic District via staff level review and Board of Architectural review processes. Assessed projects for compliance with historic preservation guidelines and applicable zoning ordinances. Experience with assessment of local, state, and federal historic preservation guidelines and requirements.

Public Engagement

Organized and helped to facilitate various public engagement events and workshops regarding municipal projects and grant-funded projects. Experience with public presentation and interactive feedback methods to ensure communicative, productive, and functional public engagement.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning



Carrie Leitner

SENIOR ART DIRECTOR

EDUCATION

Bachelor of Fine Arts in Graphic Design
University of Michigan

Internet Professional Curriculum Courses
Washtenaw Community College

PROFESSIONAL EXPERIENCE

Document Design and Layout – Planning and Zoning

Turned complex planning and zoning projects into clear, visually engaging documents. Designed layouts for community master plans, zoning ordinances, and parks and recreation plans, combining maps, graphics, and typography to make technical content easy to understand. Worked closely with planners and GIS specialists to transform detailed data into polished visuals that helped communities engage with the planning process.

Project Branding and Visual Identity

Created cohesive branding for planning projects, including designing logos, selecting typography, and developing color palettes and graphics for materials from community engagement through the final plan. Maintained a consistent visual identity that reflected project goals and fostered recognition, trust, and engagement at every stage.

Public Engagement Design

Designed visual materials and interactive tools—maps, comment boards, and preference surveys—that made complex planning ideas accessible. Focused on creating approachable, well-organized experiences that encouraged residents to participate, ask questions, and share their feedback.

Zoning Graphic Illustration

Illustrated clear and detailed zoning graphics to help planners, stakeholders, and the public understand complex land-use information.

Website Design

Built simple Squarespace websites that reflected project branding and community identity, making it easy for residents and stakeholders to access municipal documents, learn about projects, and provide feedback.

Artistic Renderings and Fine Art

Specializes in realistic pencil and charcoal portraits that capture the unique character and expression of each subject. Featured artist for the 1st and 25th Annual Artists of Venetian Festival (Charlevoix, MI).

SOFTWARE EXPERTISE

Proficient in Adobe InDesign, Illustrator, and Photoshop, with a strong understanding of print production and digital publishing workflows. Skilled at preparing press-ready files and implementing accessibility features for digital document distribution.

EXHIBIT B
COSTS/FEES

The City shall pay the Consultant for the work as described in SECTION 1. SCOPE OF SERVICES and SECTION 2. MEETINGS in the amount of Sixty-Nine Thousand Dollars (\$69,000.00).



Consent Agenda Item No. 7.F.

For City Council: February 23, 2026

Ward Impacted: Ward 6

Subject: Consideration and Action on an Ordinance Approving a Redevelopment Agreement By and Between the City of Bloomington and Green Building, LLC, for the Property Commonly Known As 217 W. Jefferson St. (PIN: 21-04-327-004), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 6. Prosperous Downtown Bloomington

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

Objective 6e. Preservation of historic buildings

Background: The "Old Pantagraph Printing and Stationery" building is located at 217 W. Jefferson Street. The building is currently vacant. The property was designed to house the Printing and Stationery arm of The Daily Pantagraph. The printing department was incorporated in 1889 and moved into 217 W Jefferson upon completion of the building in 1903. The building was remodeled in 1947 and remained the home of Pantagraph Printing and Stationery until 2020, when it ceased production and vacated the building.

The developer purchased the building in 2023 and intends to redevelop the property into a commercial space, with a first floor retail presence, and room for additional office/retail use on the second, third, and fourth floors. Significant investment is required to maintain this building as a usable commercial asset, including interior demolition, all new electrical, upgraded plumbing, modernized HVAC, painting, windows, etc.

The Tax Increment Financing ("TIF") expires December 31, 2048. On November 10, 2022, the City Manager authorized TIF Consultant Pekham Guyton Albers & Viets ("PGAV") to conduct a feasibility study for the purpose of creating a Redevelopment Project Area. PGAV found that the area encapsulated in what is now known as the Downtown TIF District, including 217 W Jefferson St., to be a "conservation area" and therefore qualified for the implementation of a TIF. On July 22, 2024, the Downtown TIF District was designated and adopted by the City Council to assist with the redevelopment of the area and the removal of blight.

The City will reimburse Green Building, LLC, the property tax increment generated for the property listed above over the life of the TIF until the cap in the agreement is met. The TIF expires December 31, 2048.

If approved, as an incentive, the City will reimburse the developer from TIF funds generated by the site for TIF-Eligible work (rehabilitation, utility infrastructure, planning, etc.) as follows:

- The developer shall receive 90% of the TIF Increment generated by the property for the first 10 years of the agreement.
- The developer shall receive 50% of the TIF Increment generated by the property for years 11 through 22 of the agreement.
- If approved, as an incentive, the City will rebate 50% of the retail taxes (Sales, Food & Beverage) generated by the first floor tenant back to the developer for the first 10 years of the agreement.
- If approved, the developer shall be paid an aggregate amount equal to the lesser of 20% of the eligible project's costs or \$170,000, pending review and approval of submitted expenses by the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The City will reimburse Green Building, LLC, 90% of the Property Tax TIF increment for 217 W Jefferson for years 1-10; and 50% of the Property Tax TIF increment for years 11-22 of the agreement. The City will reimburse 50% of the retail taxes (Sales, Food & Beverage) generated by the first floor tenant back to the developer for years 1-10 of the agreement. The developer will be reimbursed an aggregate equal to the lesser of 20% of the eligible project costs or \$170,000, pending review and approval of submitted expenses by the City.

Attachments:

1. Ordinance
2. Ordinance - Exhibit A - Redevelopment Agreement

ORDINANCE NO. 2026 - ____

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF BLOOMINGTON AND GREEN BUILDING, LLC, FOR THE PROPERTY
COMMONLY KNOWN AS 217 W. JEFFERSON ST. (PIN: 21-04-327- 004)**

WHEREAS, the City of Bloomington, Illinois (“City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements to encourage the development or redevelopment of land within the corporate limits of the City; and

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of the affected taxing districts; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (“TIF ACT”), and the City’s authority and powers as a home rule unit, the City is empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF ACT; and

WHEREAS, on July 22, 2024, the City approved a redevelopment project and plan, designated the Downtown Project Area (“DOWNTOWN TIF DISTRICT”), and adopted Tax Increment Financing for the payment and financing of redevelopment project costs incurred within the Project Area; and

WHEREAS, Notwithstanding the foregoing language, the City hereby waives the requirements of Resolution No. 2000 - 054, adopted July 24, 2000, and the Developer shall be entitled to Tax Increment Financing reimbursement as provided in this Agreement, regardless of whether any Project laborers were paid prevailing wage; and

WHEREAS, Green Building, LLC, an Illinois incorporated business (“DEVELOPER”), owns a piece of property in the vicinity of Downtown Bloomington within the corporate boundaries of the City, consisting of generally 0.17 acres located at 217 W. Jefferson Street (“PROPERTY”); and

WHEREAS, the DEVELOPER has put forward an application to redevelop the PROPERTY into a commercial-use space with one (1) white box retail space on the first floor, and three (3) commercial spaces on the upper three floors, and replace the windows, upgrade HVAC systems, run new electrical, upgrade fire alarm system and lighting, and complete other work required to bring the building to modern standards of safety (“PROJECT”); and

WHEREAS, the DEVELOPER has informed the City that the ability to proceed with the PROJECT requires financial assistance from the City to offset the extraordinary costs to be incurred by the DEVELOPER; and

WHEREAS, the PROPERTY is located within the DOWNTOWN TIF DISTRICT; and

WHEREAS, the Mayor and City Council of the City have determined that in order to induce the DEVELOPER to proceed with the PROJECT, thereby providing economic development within the City, which is in the best interests of the City and the health, safety and welfare of its residents, for the City to provide financial assistance to the DEVELOPER pursuant to the terms of a Redevelopment Agreement ("AGREEMENT") attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. That the AGREEMENT, attached as Exhibit A, by and between the City and the DEVELOPER, is hereby approved, and the City Manager and City Clerk are hereby authorized to execute and deliver said AGREEMENT on behalf of the City.

SECTION 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said AGREEMENT.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect immediately after approval and publication as required by law.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON,
ILLINOIS AND GREEN BUILDING LLC**

THIS REDEVELOPMENT AGREEMENT is entered into this 13th day of February 2025, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "City"), Green Building LLC, an Illinois Limited Liability Company (the "Developer").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating

site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, on July 22, 2024, the Corporate Authorities, after giving all required notices, conducting a public hearing, and making all findings required by law, adopted Ordinance Nos. 2024-055, 2024-056, approving a Tax Increment Financing Redevelopment Plan, designating the Downtown TIF District as a Redevelopment Project Area pursuant to the TIF Act, and adopting tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and

WHEREAS, the Project Area includes real estate located in the vicinity of the 200 Block of W Jefferson Street in Downtown Bloomington, commonly known as 217 W Jefferson, Bloomington, Illinois, and identified by PIN No. 21-04-327-004 (the "*Subject Property*") as shown on the map attached hereto in Exhibit A; and

WHEREAS, the Subject Property is a four-story historic building that is currently owned by Developer, who intends to develop it into a commercial property with retail and office spaces on all four floors. (collectively, the "*Project*"); and

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WHEREAS, the Developer has advised the City that it is not economically feasible for the Developer to undertake the Project due to the extraordinary costs required for the redevelopment of the Subject Property without financial assistance from the City; and

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make the commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from revenues available to the City from the Downtown TIF District as applicable to the Subject Property, all as hereinafter set forth; and

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents; and

WHEREAS, the Parties acknowledge and agree that the Project is not a "public work" under the Illinois Prevailing Wage Act (820 ILCS 5/) ("PWA"); the Property is not, and will not be, publicly owned property; the Developer is not a "public body" under the PWA; no public funds are being used for construction work (as the term "Construction" is defined in the PWA and as the term "public funds" is used in the PWA) on the Project; and the project is not "directly supported by public funds." This provision shall be controlling with respect to City requirements related to the PWA. As such, the Developer shall have no obligation to pay prevailing wages under the PWA or any local ordinance and/or resolution for work performed on the Project. The Developer agrees to comply with any changes to the PWA.

BSV

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer covenants and agrees to complete the redevelopment of the Project and have been issued a certificate of occupancy by the City on or before March 31, 2026 for the first floor and December 31, 2026 for the rest of the building, unless delayed by Force Majeure as described in Section 9.

B. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

C. The Developer covenants that the Project shall require an investment of approximately \$850,000 to redevelop the Subject Property into the Project. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of approximately \$850,000 ("*Total Project Cost*").

Section 3. City's Obligations.

A. Provided the Developer has satisfied the requirements as stated in Section 2, the City hereby agrees to annually reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act from incremental taxes (hereinafter defined) and retail taxes (Sales,

Home Rule, Food & Beverage) generated from the subject property from the sources provided in Section 4, in a combined, aggregate amount equal to the lesser of (i) 20% of Total Project Cost; or (ii) \$170,000 (the "*Reimbursable Project Cost*").

B. For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("*EAV*") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

Section 4. Pledged Funds.

A Upon the adoption of the Downtown TIF District, the City established a special tax allocation fund for the Project Area, as required by the TIF Act (the "*STAF*") into which the City deposits Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. So long as no notice of default has been issued or is outstanding, on November 1 of each year for the first ten (10) years of this Agreement (or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes), Ninety percent (90%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the Green Building LLC Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for reimbursable Redevelopment Project Costs. For years eleven through twenty-two of this Agreement, fifty percent (50%) of the Incremental Taxes with respect to the Subject Property shall be

transferred and deposited into the Green Building LLC Subaccount of the STAF and used solely to reimburse the Developer for reimbursable Redevelopment Project Costs.

Agreement Year	Percentage of TIF Reimbursement
Year 1-10	90%
Year 11-22	50%

C. On November 1 of each year during the first ten (10) years of this Agreement, the City shall deposit the Fifty Percent (50%) of the City's Sales and Food and Beverage Taxes, generated by the Subject Property, into the Green Building LLC Subaccount to use to reimburse the Developer for Reimbursable Project Costs in accordance with the terms, conditions, and limitations of this Agreement.

D. The deposits into the Green Building LLC Subaccount as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

E. On December 15th of each year (or, if later, that date which is ten (10) days following the date all amounts under Sections 4B and 4C have been deposited in the Green Building LLC Subaccount) the City shall annually pay to Developer all amounts deposited in the Green Building LLC Subaccount, until the earlier of: (i) reimbursement to Developer of 20% the Total Project Cost or \$170,000; or (ii) termination of this Agreement under Section 6 or 7 herein.

Section 5. Advance of Funds.

The Developer shall advance all funds and all costs necessary to construct and complete the Project.

Section 6. Remedies – Liability.

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A. Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (1) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (2) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- (3) Developer's default in the performance or breach of any material covenant, warranty, or obligation, including all obligations set forth in Article 2, contained in this Agreement.
- (4) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- (5) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or

state bankruptcy, insolvency, or other similar law, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

(6) Developer's failure to pay the fees and expenses described in this Agreement.

B Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

(1) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.

(2) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.

(3) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by

Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

B. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

C. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the

Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

D. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released

as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 7. Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall commence on the date of execution and end upon the earlier of which comes first: (i) reimbursement of an amount equal to Reimbursable Project Costs; or (ii) November 1, 2047 (the "*Termination Date*").

Section 8. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2026 and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 9. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine

restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 10. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 11. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such

contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 12. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer :

Green Building LLC
919 W. Mulberry
Bloomington IL 61701

With a copy to:

To the City :

City Manager
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702

With copies to:

Megan Lamb
2441 Warrenville Rd.
Suite 310
Lisle, Illinois 60532

City of Bloomington_
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 15. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 16. No Joint Venture, Agency or Partnership Created.

RTW

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 17. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 18. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 19. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

CITY OF BLOOMINGTON

ATTEST

Mayor

Leslie Smith-Yocum, City Clerk

Green Building LLC

ATTEST

Phil Robert Vanicella, member
Representative

Exhibit A: Project Area -217 W Jefferson, (21-04-327-004)], Bloomington, Illinois





Consent Agenda Item No. 7.G.

For City Council: February 23, 2026

Ward Impacted: Ward 3
Ward 8

Subject: Consideration and Action on an Ordinance Approving a Zoning Map Amendment for the Subdivisions of Old Farm Lakes No. 1, Old Farm Lakes No. 2, Old Farm Lakes No. 3, Old Farm Lakes No. 4, Old Farm Lakes No. 5, Old Farm Lakes No. 6, Old Farm Lakes No. 7, Old Farm Lakes No. 8, Old Farm Lakes No. 9, Old Farm Lakes No. 10, Old Farm Lakes No. 11, Old Farm Lakes No. 12, Old Farm Lakes No. 13, Old Farm Lakes No. 14, Old Farm Lakes No. 15, a Portion of Old Farm Lakes Gardens, and Replat of Lots 1, 2, 3 & 4 & Outlot 2 Old Farm Lakes No. 1, from the R-2 (Multiple-Family Residence) District to the R-1C (Single-Family Residence) District, as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4c. Preservation of property/home valuations

Background: Over the past several months, we have reviewed the existing zoning throughout Old Farm Lakes and determined that the zoning is out of alignment with what is actually built today. As you know, a number of properties are currently designated R-2 (Mixed Residence) even though the neighborhood is developed entirely with single-family homes. In this case, staff believe rezoning is appropriate for Old Farm Lakes. This is not uncommon for a number of neighborhoods in our community, and staff will be undertaking similar reviews as time and resources allow. Rezoning may be warranted in some cases, but it may not be for all.

This Zoning Map Amendment for the subject properties from the R-2 (Mixed Residence) District to the R-1C (Single-Family Residence) District would better align zoning with the neighborhood's single-family character, limit higher-density uses, and avoid creating nonconforming properties. Following the review, the City initiated a Zoning Map Amendment case for 430 properties in the Old Farm Lakes ("OFL") and Old Farm Lakes Gardens subdivisions that consist of single-family detached structures on at least 50-ft wide lots.

The area of consideration is approximately 133 acres located at the southwest corner of Oakland Avenue and Streid Road, near the western border of the Central Illinois Regional Airport ("CIRA") property. Different portions of the subdivision were developed from approximately 1987-1998, including OFL Addition Numbers 1 through 15, a replat of Lots from OFL Number 1, and OFL Gardens Lots 1-39 and 52-63. OFL Gardens Lots 40-51 were re-subdivided and developed into single-family attached homes; these are not a subject of this case. The area consists of public roads, privately-owned Lots of Record, and Outlots that are owned and maintained by a Property Owner's Association ("OFLPOA").

Following appropriate notice, on February 4, 2026, the Planning Commission held a public

hearing, received testimony, and subsequently voted 9-0-0 to recommend approval of the request.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on January 8, 2026. Certified mail, return receipt requested, letters were sent to the owner of each of the 430 properties proposed for rezoning. Courtesy notices were mailed to 383 property owners within 500 feet of the property.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance - Exhibit C - Findings of Fact

ORDINANCE NO. 2026 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE SUBDIVISIONS OF OLD FARM LAKES NO. 1, OLD FARM LAKES NO. 2, OLD FARM LAKES NO. 3, OLD FARM LAKES NO. 4, OLD FARM LAKES NO. 5, OLD FARM LAKES NO. 6, OLD FARM LAKES NO. 7, OLD FARM LAKES NO. 8, OLD FARM LAKES NO. 9, OLD FARM LAKES NO. 10, OLD FARM LAKES NO. 11, OLD FARM LAKES NO. 12, OLD FARM LAKES NO. 13, OLD FARM LAKES NO. 14, OLD FARM LAKES NO. 15, A PORTION OF OLD FARM LAKES GARDENS, AND REPLAT OF LOTS 1, 2, 3 & 4 & OUTLOT 2 OLD FARM LAKES NO. 1, FROM THE R-2 (MULTIPLE-FAMILY RESIDENCE) DISTRICT TO THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT

WHEREAS, residents of the Old Farm Lakes subdivisions have expressed the opinion publicly, directly to elected officials, and to staff of the City of Bloomington, McLean County, Illinois (City); and

WHEREAS; the City, after receiving such input, reviewed the characteristics of the properties and homes throughout the subdivisions for compliance with the zoning code, and initiated a request for a Zoning Map Amendment from the R-2 (Mixed Residence) District to the R-1C (Single-Family Residence) District for all of the properties of Old Farm Lakes and a portion of Old Farms Lake Gardens, described in Exhibit A and depicted in Exhibit B (PROPERTIES); and

WHEREAS, the Bloomington Planning Commission (COMMISSION), after proper notice was given, conducted a public hearing on said Zoning Map Amendment on February 4, 2026; and

WHEREAS, the COMMISSION, following said public hearing, made Findings of Fact, attached as Exhibit C (FINDINGS) that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the COMMISSION voted to recommend that City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the requested Zoning Map Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if stated in full.

SECTION 2. The Council hereby adopts the FINDINGS of the COMMISSION, and the Zoning Map Amendment to the R-1A (Single-Family Residence) District for the PROPERTIES, as described in Exhibit A and depicted in Exhibit B, is hereby approved.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FULL LISTING OF SUBJECT PROPERTIES

3402 FOUNTAIN LAKE DR (PIN: 2112201025), 3404 FOUNTAIN LAKE DR (PIN: 2112201026), 3406 FOUNTAIN LAKE DR (PIN: 2112201027), 3408 FOUNTAIN LAKE DR (PIN: 2112201028), 3410 FOUNTAIN LAKE DR (PIN: 2112201029), 3412 FOUNTAIN LAKE DR (PIN: 2112201030), 3414 FOUNTAIN LAKE DR (PIN: 2112201031), 3416 FOUNTAIN LAKE DR (PIN: 2112201032), 3418 FOUNTAIN LAKE DR (PIN: 2112201033), 3420 FOUNTAIN LAKE DR (PIN: 2112201034), 3422 FOUNTAIN LAKE DR (PIN: 2112201035), 1 FOUNTAIN LAKE CT (PIN: 2112201036), 3 FOUNTAIN LAKE CT (PIN: 2112201037), 5 FOUNTAIN LAKE CT (PIN: 2112201038), 7 FOUNTAIN LAKE CT (PIN: 2112201039), 9 FOUNTAIN LAKE CT (PIN: 2112201040), 11 FOUNTAIN LAKE CT (PIN: 2112201041), 13 FOUNTAIN LAKE CT (PIN: 2112201042), 15 FOUNTAIN LAKE CT (PIN: 2112201043), 17 FOUNTAIN LAKE CT (PIN: 2112201044), 19 FOUNTAIN LAKE CT (PIN: 2112201045), 20 FOUNTAIN LAKE CT (PIN: 2112201046), 18 FOUNTAIN LAKE CT (PIN: 2112201047), 16 FOUNTAIN LAKE CT (PIN: 2112201048), 14 FOUNTAIN LAKE CT (PIN: 2112201049), 12 FOUNTAIN LAKE CT (PIN: 2112201050), 3405 WINDMILL RD (PIN: 2112201051), 3407 WINDMILL RD (PIN: 2112201052), 3409 WINDMILL RD (PIN: 2112201053), 3411 WINDMILL RD (PIN: 2112201054), 3413 WINDMILL RD (PIN: 2112201055), 603 OLD FARM RD (PIN: 2112201056), 605 OLD FARM RD (PIN: 2112201057), 607 OLD FARM RD (PIN: 2112201058), 609 OLD FARM RD (PIN: 2112201059), 10 HARVEST CT (PIN: 2112201060), 8 HARVEST CT (PIN: 2112201061), 6 HARVEST CT (PIN: 2112201062), 4 HARVEST CT (PIN: 2112201063), 2 HARVEST CT (PIN: 2112201064), 1 HARVEST CT (PIN: 2112201065), 3 HARVEST CT (PIN: 2112201066), 5 HARVEST CT (PIN: 2112201067), 7 HARVEST CT (PIN: 2112201068), 9 HARVEST CT (PIN: 2112201069), 3306 CUMBRIA DR (PIN: 2112201070), 3308 CUMBRIA DR (PIN: 2112201071), 3310 CUMBRIA DR (PIN: 2112201072), 3312 CUMBRIA DR (PIN: 2112201073), 3314 CUMBRIA DR (PIN: 2112201074), 703 OLD FARM RD (PIN: 2112201075), 3316 CUMBRIA DR (PIN: 2112201076), 3405 FOUNTAIN LAKE DR (PIN: 2112204001), 3407 FOUNTAIN LAKE DR (PIN: 2112204002), 3409 FOUNTAIN LAKE DR (PIN: 2112204003), 3411 FOUNTAIN LAKE DR (PIN: 2112204004), 3413 FOUNTAIN LAKE DR (PIN: 2112204005), 3415 FOUNTAIN LAKE DR (PIN: 2112204006), 3417 FOUNTAIN LAKE DR (PIN: 2112204007), 3419 FOUNTAIN LAKE DR (PIN: 2112204008), 3421 FOUNTAIN LAKE DR (PIN: 2112204009), 3402 WINDMILL RD (PIN: 2112204010), 3404 WINDMILL RD (PIN: 2112204011), 3406 WINDMILL RD (PIN: 2112204012), 3408 WINDMILL RD (PIN: 2112204013), 3410 WINDMILL RD (PIN: 2112204014), 3412 WINDMILL RD (PIN: 2112204015), 3414 WINDMILL RD (PIN: 2112204016), 503 OLD FARM RD (PIN: 2112204017), 505 OLD FARM RD (PIN: 2112204018), 507 OLD FARM RD (PIN: 2112204019), 402 OLD FARM RD (PIN: 2112205007), 404 OLD FARM RD (PIN: 2112205008), 502 OLD FARM RD (PIN: 2112205009), 504 OLD FARM RD (PIN: 2112205010), 506 OLD FARM RD (PIN: 2112206001), 508 OLD FARM RD (PIN: 2112206002), 602 OLD FARM RD (PIN: 2112206003), 604 OLD FARM RD (PIN: 2112206004), 606 OLD FARM RD (PIN: 2112206005), 608 OLD FARM RD (PIN: 2112206006), 610 OLD FARM RD (PIN: 2112206007), 612 OLD FARM RD (PIN: 2112206009), 614 OLD FARM RD (PIN: 2112206010), 702 OLD FARM RD (PIN: 2112206011), 704 OLD FARM RD (PIN: 2112206012), 706 OLD FARM RD (PIN: 2112206013), 708 OLD FARM RD (PIN: 2112206014), 3 SHORELINE CT (PIN: 2112206016), 5 SHORELINE CT (PIN: 2112206017), 7 SHORELINE CT (PIN: 2112206018), 4 SWAN LAKE RD (PIN: 2112206019), 1 SHORELINE CT (PIN: 2112206020), 2 SHORELINE CT (PIN: 2112206021), 4 SHORELINE CT (PIN: 2112206022), 6 SHORELINE CT (PIN: 2112206023), 8 SHORELINE CT (PIN: 2112206024), 6 SWAN LAKE RD (PIN: 2112206026), 8 SWAN LAKE RD (PIN: 2112206027), 10 SWAN LAKE RD (PIN: 2112206028), 3305 CUMBRIA DR (PIN: 2112209001), 3307 CUMBRIA DR (PIN: 2112209002), 3309 CUMBRIA DR (PIN: 2112209003), 3311 CUMBRIA DR (PIN: 2112209004), 3313 CUMBRIA DR (PIN: 2112209005), 3315 CUMBRIA DR (PIN: 2112209006), 4 WEATHERVANE CT (PIN: 2112209021), 6 WEATHERVANE CT (PIN: 2112209022), 8 WEATHERVANE CT (PIN: 2112209023), 803 OLD FARM RD (PIN: 2112209024), 10 WEATHERVANE CT (PIN: 2112209025), 2 WEATHERVANE CT (PIN: 2112209026), 1 WEATHERVANE CT (PIN: 2112209027), 3 WEATHERVANE CT (PIN: 2112209028), 5 WEATHERVANE CT (PIN: 2112209029), 7 WEATHERVANE CT (PIN: 2112209030), 901 OLD FARM

RD (PIN: 2112209031), 9 HAYLOFT RD (PIN: 2112209032), 11 HAYLOFT RD (PIN: 2112209033), 13 HAYLOFT RD (PIN: 2112209034), 15 HAYLOFT RD (PIN: 2112209035), 17 HAYLOFT RD (PIN: 2112209036), 19 HAYLOFT RD (PIN: 2112209037), 21 HAYLOFT RD (PIN: 2112209038), 23 HAYLOFT RD (PIN: 2112209039), 25 HAYLOFT RD (PIN: 2112209040), 27 HAYLOFT RD (PIN: 2112209041), 29 HAYLOFT RD (PIN: 2112209042), 31 HAYLOFT RD (PIN: 2112209043), 33 HAYLOFT RD (PIN: 2112209044), 35 HAYLOFT RD (PIN: 2112209045), 7 HAYLOFT RD (PIN: 2112209046), 5 HAYLOFT RD (PIN: 2112209047), 3 HAYLOFT RD (PIN: 2112209048), 1 HAYLOFT RD (PIN: 2112209049), 1 PRENZLER DR (PIN: 2112209051), 3 PRENZLER DR (PIN: 2112209052), 5 PRENZLER DR (PIN: 2112209053), 7 PRENZLER DR (PIN: 2112209054), 9 PRENZLER DR (PIN: 2112209055), 802 OLD FARM RD (PIN: 2112210001), 3 SWAN LAKE RD (PIN: 2112210002), 5 SWAN LAKE RD (PIN: 2112210003), 7 SWAN LAKE RD (PIN: 2112210004), 9 SWAN LAKE RD (PIN: 2112210005), 13 SWAN LAKE RD (PIN: 2112210006), 17 SWAN LAKE RD (PIN: 2112210007), 21 SWAN LAKE RD (PIN: 2112210008), 25 SWAN LAKE RD (PIN: 2112210009), 804 OLD FARM RD (PIN: 2112210010), 808 OLD FARM RD (PIN: 2112210012), 902 OLD FARM RD (PIN: 2112210013), 904 OLD FARM RD (PIN: 2112210014), 37 SWAN LAKE RD (PIN: 2112210015), 3 BLUE LAKE CT (PIN: 2112210016), 5 BLUE LAKE CT (PIN: 2112210017), 7 BLUE LAKE CT (PIN: 2112210018), 9 BLUE LAKE CT (PIN: 2112210019), 1 BLUE LAKE CT (PIN: 2112210020), 2 BLUE LAKE CT (PIN: 2112210021), 4 BLUE LAKE CT (PIN: 2112210022), 6 BLUE LAKE CT (PIN: 2112210023), 8 BLUE LAKE CT (PIN: 2112210024), 13 DRAKE CT (PIN: 2112226002), 15 DRAKE CT (PIN: 2112226003), 17 DRAKE CT (PIN: 2112226004), 3504 TEAL DR (PIN: 2112226005), 11 DRAKE CT (PIN: 2112226006), 9 DRAKE CT (PIN: 2112226007), 7 DRAKE CT (PIN: 2112226008), 5 DRAKE CT (PIN: 2112226009), 3 DRAKE CT (PIN: 2112226011), 1 DRAKE CT (PIN: 2112226012), 23 DRAKE CT (PIN: 2112227001), 25 DRAKE CT (PIN: 2112227002), 27 DRAKE CT (PIN: 2112227003), 29 DRAKE CT (PIN: 2112227004), 31 DRAKE CT (PIN: 2112227005), 33 DRAKE CT (PIN: 2112227006), 35 DRAKE CT (PIN: 2112227007), 37 DRAKE CT (PIN: 2112227008), 39 DRAKE CT (PIN: 2112227009), 41 DRAKE CT (PIN: 2112227010), 43 DRAKE CT (PIN: 2112227011), 6 CYGNET XING (PIN: 2112227013), 8 CYGNET XING (PIN: 2112227014), 10 CYGNET XING (PIN: 2112227015), 12 CYGNET XING (PIN: 2112227016), 14 CYGNET XING (PIN: 2112227017), 16 CYGNET XING (PIN: 2112227018), 18 CYGNET XING (PIN: 2112227019), 4 CYGNET XING (PIN: 2112227020), 16 DRAKE CT (PIN: 2112228001), 6 DRAKE CT (PIN: 2112228002), 18 DRAKE CT (PIN: 2112228003), 20 DRAKE CT (PIN: 2112228004), 22 DRAKE CT (PIN: 2112228005), 24 DRAKE CT (PIN: 2112228006), 26 DRAKE CT (PIN: 2112228007), 38 DRAKE CT (PIN: 2112228008), 4 DRAKE CT (PIN: 2112228009), 2 DRAKE CT (PIN: 2112228010), 507 EDDY RD (PIN: 2112228011), 509 EDDY RD (PIN: 2112228012), 511 EDDY RD (PIN: 2112228013), 513 EDDY RD (PIN: 2112228014), 40 DRAKE CT (PIN: 2112228015), 42 DRAKE CT (PIN: 2112228016), 1 CYGNET XING (PIN: 2112229002), 3 CYGNET XING (PIN: 2112229003), 5 CYGNET XING (PIN: 2112229004), 7 CYGNET XING (PIN: 2112229005), 7 MALLARD CT (PIN: 2112229008), 8 MALLARD CT (PIN: 2112229009), 6 MALLARD CT (PIN: 2112229010), 4 MALLARD CT (PIN: 2112229011), 11 CYGNET XING (PIN: 2112229012), 15 CYGNET XING (PIN: 2112229013), 17 CYGNET XING (PIN: 2112229014), 19 CYGNET XING (PIN: 2112229015), 21 CYGNET XING (PIN: 2112229016), 3 MALLARD CT (PIN: 2112229017), 5 MALLARD CT (PIN: 2112229019), 2 CYGNET XING (PIN: 2112229020), 510 EDDY RD (PIN: 2112230002), 512 EDDY RD (PIN: 2112230003), 514 EDDY RD (PIN: 2112230004), 602 EDDY RD (PIN: 2112230005), 604 EDDY RD (PIN: 2112230006), 1 ROSEWOOD CT (PIN: 2112230007), 3 ROSEWOOD CT (PIN: 2112230008), 5 ROSEWOOD CT (PIN: 2112230009), 7 ROSEWOOD CT (PIN: 2112230010), 9 ROSEWOOD CT (PIN: 2112230011), 11 ROSEWOOD CT (PIN: 2112230012), 13 ROSEWOOD CT (PIN: 2112230013), 15 ROSEWOOD CT (PIN: 2112230014), 17 ROSEWOOD CT (PIN: 2112230015), 2 ROSEWOOD CT (PIN: 2112231001), 4 ROSEWOOD CT (PIN: 2112231002), 6 ROSEWOOD CT (PIN: 2112231003), 8 ROSEWOOD CT (PIN: 2112231004), 10 ROSEWOOD CT (PIN: 2112231005), 12 ROSEWOOD CT (PIN: 2112231006), 14 ROSEWOOD CT (PIN: 2112231007), 16 ROSEWOOD CT (PIN: 2112231008), 18 ROSEWOOD CT (PIN: 2112231009), 20 ROSEWOOD CT (PIN: 2112231010), 22 ROSEWOOD CT (PIN: 2112231011), 24 ROSEWOOD CT (PIN: 2112231012), 3 ROCK GARDEN CT (PIN: 2112231016), 5 ROCK GARDEN CT (PIN: 2112231017), 7 ROCK GARDEN CT (PIN: 2112231018), 9 ROCK GARDEN CT (PIN: 2112231019), 11 ROCK GARDEN CT (PIN: 2112231020), 13 ROCK GARDEN CT (PIN: 2112231021), 15 ROCK GARDEN CT (PIN: 2112231022), 17 ROCK GARDEN CT (PIN: 2112231023), 19 ROCK

GARDEN CT (PIN: 2112231024), 21 ROCK GARDEN CT (PIN: 2112231025), 23 ROCK GARDEN CT (PIN: 2112231026), 25 ROCK GARDEN CT (PIN: 2112231027), 27 ROCK GARDEN CT (PIN: 2112231028), 24 ROCK GARDEN CT (PIN: 2112232012), 26 ROCK GARDEN CT (PIN: 2112232013), 28 ROCK GARDEN CT (PIN: 2112232014), 3 RACHEL CT (PIN: 2112232015), 5 RACHEL CT (PIN: 2112232016), 3402 STARK DR (PIN: 2112232017), 3404 STARK DR (PIN: 2112232018), 1 RACHEL CT (PIN: 2112232019), 2 RACHEL CT (PIN: 2112232020), 4 RACHEL CT (PIN: 2112232021), 6 RACHEL CT (PIN: 2112232022), 8 RACHEL CT (PIN: 2112232023), 26 SWAN LAKE RD (PIN: 2112251001), 24 SWAN LAKE RD (PIN: 2112251002), 36 SWAN LAKE RD (PIN: 2112251003), 1004 OLD FARM RD (PIN: 2112251004), 1006 OLD FARM RD (PIN: 2112251005), 1008 OLD FARM RD (PIN: 2112251006), 1010 OLD FARM RD (PIN: 2112251007), 34 SWAN LAKE RD (PIN: 2112251008), 32 SWAN LAKE RD (PIN: 2112251009), 30 SWAN LAKE RD (PIN: 2112251010), 28 SWAN LAKE RD (PIN: 2112251011), 2 PRENZLER DR (PIN: 2112251012), 4 PRENZLER DR (PIN: 2112251013), 6 PRENZLER DR (PIN: 2112251014), 8 PRENZLER DR (PIN: 2112251015), 6 HAYLOFT RD (PIN: 2112252001), 14 HAYLOFT RD (PIN: 2112252002), 16 HAYLOFT RD (PIN: 2112252003), 18 HAYLOFT RD (PIN: 2112252004), 28 HAYLOFT RD (PIN: 2112252005), 4 HAYLOFT RD (PIN: 2112252006), 1001 OLD FARM RD (PIN: 2112252007), 1003 OLD FARM RD (PIN: 2112252008), 1005 OLD FARM RD (PIN: 2112252009), 1007 OLD FARM RD (PIN: 2112252010), 1009 OLD FARM RD (PIN: 2112252011), 14 SWAN LAKE RD (PIN: 2112276002), 16 SWAN LAKE RD (PIN: 2112276003), 18 SWAN LAKE RD (PIN: 2112276004), 20 SWAN LAKE RD (PIN: 2112276005), 22 SWAN LAKE RD (PIN: 2112276007), 10 PRENZLER DR (PIN: 2112277001), 12 PRENZLER DR (PIN: 2112277002), 14 PRENZLER DR (PIN: 2112277003), 16 PRENZLER DR (PIN: 2112277004), 28 PRENZLER DR (PIN: 2112277005), 18 PRENZLER DR (PIN: 2112277006), 30 PRENZLER DR (PIN: 2112277007), 32 PRENZLER DR (PIN: 2112277008), 34 PRENZLER DR (PIN: 2112277009), 36 PRENZLER DR (PIN: 2112277010), 38 PRENZLER DR (PIN: 2112277011), 40 PRENZLER DR (PIN: 2112277012), 42 PRENZLER DR (PIN: 2112277013), 44 PRENZLER DR (PIN: 2112277014), 46 PRENZLER DR (PIN: 2112277015), 52 PRENZLER DR (PIN: 2112277018), 54 PRENZLER DR (PIN: 2112277019), 48 PRENZLER DR (PIN: 2112277020), 50 PRENZLER DR (PIN: 2112277022), 619 EDDY RD (PIN: 2112277024), 623 EDDY RD (PIN: 2112277025), 8 STARK CIR (PIN: 2112277026), 6 STARK CIR (PIN: 2112277027), 1 STARK CIR (PIN: 2112277030), 3 STARK CIR (PIN: 2112277032), 5 STARK CIR (PIN: 2112277033), 7 STARK CIR (PIN: 2112277034), 9 STARK CIR (PIN: 2112277035), 2 STARK CIR (PIN: 2112277036), 4 STARK CIR (PIN: 2112277037), 11 PRENZLER DR (PIN: 2112278001), 13 PRENZLER DR (PIN: 2112278002), 15 PRENZLER DR (PIN: 2112278003), 17 PRENZLER DR (PIN: 2112278004), 19 PRENZLER DR (PIN: 2112278005), 21 PRENZLER DR (PIN: 2112278006), 27 PRENZLER DR (PIN: 2112278007), 25 PRENZLER DR (PIN: 2112278008), 23 PRENZLER DR (PIN: 2112278009), 29 PRENZLER DR (PIN: 2112278010), 31 PRENZLER DR (PIN: 2112278011), 33 PRENZLER DR (PIN: 2112278012), 35 PRENZLER DR (PIN: 2112278013), 37 PRENZLER DR (PIN: 2112278014), 39 PRENZLER DR (PIN: 2112278015), 41 PRENZLER DR (PIN: 2112278016), 43 PRENZLER DR (PIN: 2112278017), 53 PRENZLER DR (PIN: 2112278020), 807 EDDY RD (PIN: 2112278021), 809 EDDY RD (PIN: 2112278022), 811 EDDY RD (PIN: 2112278023), 901 EDDY RD (PIN: 2112278024), 903 EDDY RD (PIN: 2112278025), 905 EDDY RD (PIN: 2112278026), 907 EDDY RD (PIN: 2112278027), 909 EDDY RD (PIN: 2112278028), 911 EDDY RD (PIN: 2112278029), 913 EDDY RD (PIN: 2112278030), 915 EDDY RD (PIN: 2112278031), 917 EDDY RD (PIN: 2112278032), 45 PRENZLER DR (PIN: 2112278033), 49 PRENZLER DR (PIN: 2112278034), 702 EDDY RD (PIN: 2112279001), 704 EDDY RD (PIN: 2112279002), 706 EDDY RD (PIN: 2112279003), 802 EDDY RD (PIN: 2112279004), 804 EDDY RD (PIN: 2112279005), 806 EDDY RD (PIN: 2112279006), 808 EDDY RD (PIN: 2112279007), 810 EDDY RD (PIN: 2112279008), 1 JOSLIN CT (PIN: 2112279009), 3 JOSLIN CT (PIN: 2112279010), 5 JOSLIN CT (PIN: 2112279011), 7 JOSLIN CT (PIN: 2112279012), 9 JOSLIN CT (PIN: 2112279013), 11 JOSLIN CT (PIN: 2112279014), 2 JOSLIN CT (PIN: 2112279015), 4 JOSLIN CT (PIN: 2112279016), 6 JOSLIN CT (PIN: 2112279017), 12 JOSLIN CT (PIN: 2112279020), 14 JOSLIN CT (PIN: 2112279021), 4 MINKS CT (PIN: 2112279022), 6 MINKS CT (PIN: 2112279023), 8 MINKS CT (PIN: 2112279024), 10 MINKS CT (PIN: 2112279025), 12 MINKS CT (PIN: 2112279026), 14 MINKS CT (PIN: 2112279027), 906 EDDY RD (PIN: 2112279028), 904 EDDY RD (PIN: 2112279029), 902 EDDY RD (PIN: 2112279030), 3 MINKS CT (PIN: 2112279031), 5 MINKS CT (PIN: 2112279032), 7 MINKS CT (PIN: 2112279033), 9 MINKS CT (PIN: 2112279034), 11 MINKS CT (PIN: 2112279035), 13 MINKS CT (PIN:

2112279036), 15 MINKS CT (PIN: 2112279037), 2 LEXIS CT (PIN: 2112279039), 4 LEXIS CT (PIN: 2112279040), 6 LEXIS CT (PIN: 2112279041), 8 LEXIS CT (PIN: 2112279042), 10 LEXIS CT (PIN: 2112279043), 12 LEXIS CT (PIN: 2112279044), 14 LEXIS CT (PIN: 2112279045), 16 LEXIS CT (PIN: 2112279046), 18 LEXIS CT (PIN: 2112279047), 19 LEXIS CT (PIN: 2112279048), 916 EDDY RD (PIN: 2112279049), 3 LEXIS CT (PIN: 2112279050), 5 LEXIS CT (PIN: 2112279051), 7 LEXIS CT (PIN: 2112279052), 9 LEXIS CT (PIN: 2112279053), 11 LEXIS CT (PIN: 2112279054), 13 LEXIS CT (PIN: 2112279055), 15 LEXIS CT (PIN: 2112279056), 17 LEXIS CT (PIN: 2112279057), 10 JOSLIN CT (PIN: 2112279059), 8 JOSLIN CT (PIN: 2112279060).

The following un-addressed properties are also a subject of this request and hearing: **PIN: 2112209050**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT A IN OLD FARM LAKES NO. 8, CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1993, AS DOC. NO. 93-33657, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112201024**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 1 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112205011**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 1 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112231031**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT A AND OUTLOT B IN OLD FARM LAKES GARDENS, BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1998, AS DOC. NO. 98-15730, EXCEPTING THEREFROM THE RESUBDIVISION OF LOTS 40-51 IN OLD FARM LAKES GARDENS, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112276011**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 3 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS, OUTLOTS 1 AND 2 IN OLD FARM LAKES NO. 2 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1988, AS DOC. NO. 88-772, IN MCLEAN COUNTY, ILLINOIS, OUTLOT 1 IN OLD FARM LAKES NO. 3 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1989, AS DOC. NO. 89-2020, IN MCLEAN COUNTY, ILLINOIS, OUTLOT A IN OLD FARM LAKES NO. 16 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1996, AS DOC. NO. 96-9206, IN MCLEAN COUNTY, ILLINOIS, AND OLD FARM LAKE.

EXHIBIT B

MAP OF SUBJECT PROPERTY AREA

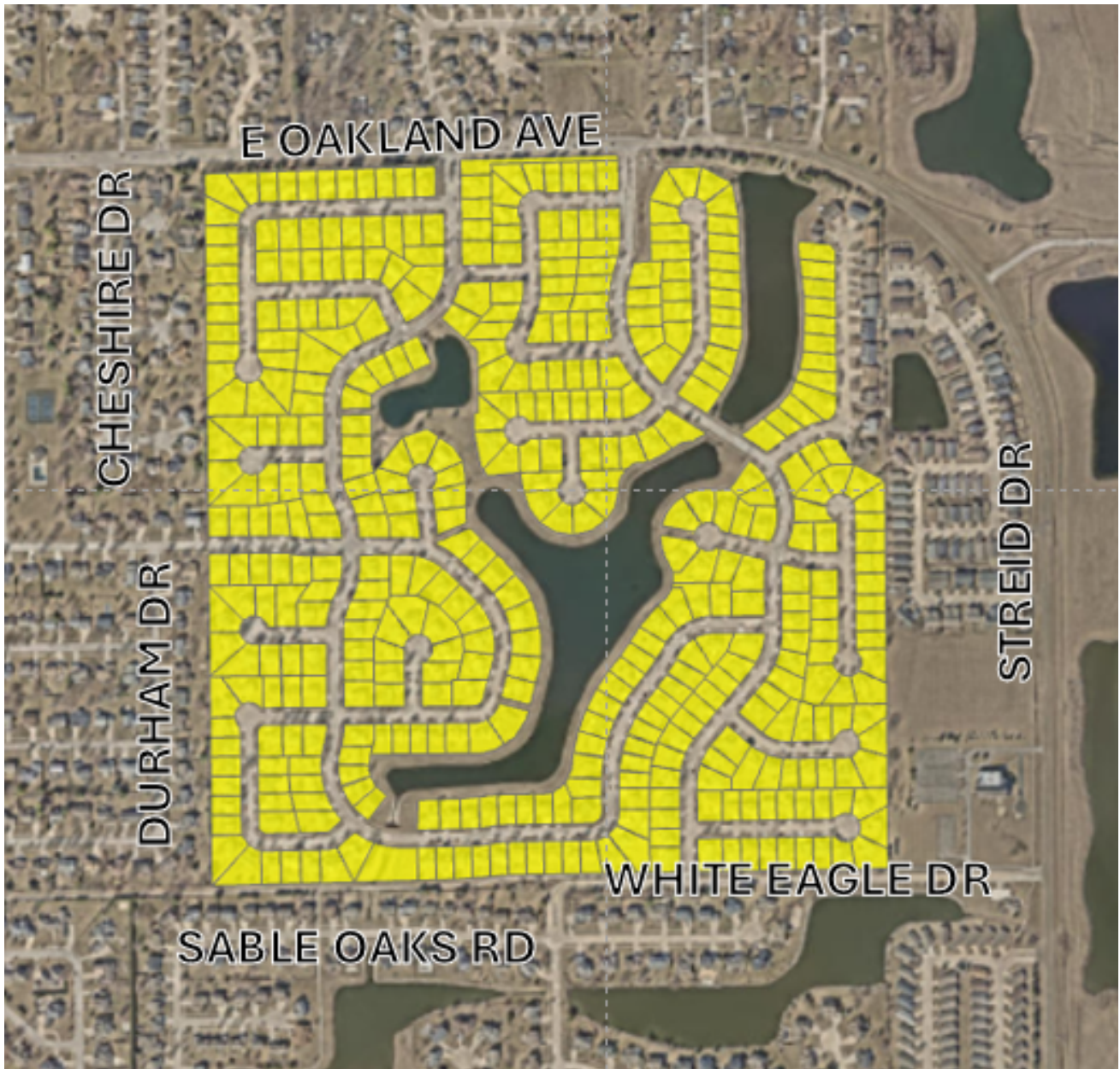


EXHIBIT C
FINDINGS OF FACT



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request initiated by the **City of Bloomington** (APPLICANT), in **case Z-02-26**, related to approval of a **Zoning Map Amendment** from the R-2 (Mixed Residence) District to **R-1C (Single-Family Residence) District**, for the Subdivisions of **Old Farm Lakes** No. 1, Old Farm Lakes No. 2, Old Farm Lakes No. 3, Old Farm Lakes No. 4, Old Farm Lakes No. 5, Old Farm Lakes No. 6, Old Farm Lakes No. 7, Old Farm Lakes No. 8, Old Farm Lakes No. 9, Old Farm Lakes No. 10, Old Farm Lakes No. 11, Old Farm Lakes No. 12, Old Farm Lakes No. 13, Old Farm Lakes No. 14, Old Farm Lakes No. 15, **a portion of Old Farm Lakes Gardens**, and Replat of Lots 1, 2, 3 & 4 & Outlot 2 Old Farm Lakes No. 1 (REQUEST). See Attachment 1 for full list of individual properties and PINs.

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **February 4, 2026**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR REVIEW OF ZONING MAP AMENDMENTS, PER CH. 44 OF THE CITY CODE

1. The suitability of the subject property for uses authorized by the existing zoning.

The development was constructed with single-family dwellings served by 6-inch or 8-inch public water main and 8-inch to 12-inch sanitary sewer, so the infrastructure could handle an increase to two dwelling units (two-family) that is possible in the existing R-2 District. However, few of the existing platted lot widths meet the minimum buildable lot width of 75-ft that is required for "Attached and Multi-Residential" uses in the R-2 District. This means that, while permitted by right, side-by-side two-family (what most people colloquially call "duplexes") would require the assembly of two (2) lots and demolition of two (2) single-family homes for the construction of any higher-intensity use. This is highly unlikely due to the financial considerations of such an undertaking. Other higher-intensity Household Living uses possible in the District require a Special Use Permit and would likely not be pursued for similar reasons. Group Living uses that require a Special Use Permit would likely be inappropriate due to the design and condition of the transportation infrastructure, with the primary road network having a PASER rating of 5 or below (scale of 1-10, with 10 being the best and 1 being the worst), indicating significant aging and pavement deterioration, requiring capital preventive maintenance.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The subject property has been developed with single-family detached dwellings which are permitted by right in both the existing and proposed zoning, on platted lots that meet the minimum lot width requirements, since the late 1980s.

3. The suitability of the subject property for uses authorized by the proposed zoning.

The subject property would be appropriate for most uses permitted in the proposed R-1C District due to existing accessibility to public road and bicycle networks, availability of public water, and sanitary sewer; stormwater management is also existing.

4. The existing land uses and zoning of nearby property.

With the exception of smaller lots and higher-intensity uses between OFL and the airport, this area is surrounded predominantly by Single-Family zoning and Single-Family uses. The subdivision to the south was developed with a very similar character to OFL and is zoned R-1C, as is proposed for OFL. The subdivision to the west was developed with a similar character to OFL and is zoned lower-intensity single-family (R-1B).

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

As a City-initiated action, gain for the subject property owners is the same as gain for the public; further solidifying the character of this neighborhood as single-family, as has been the publicly expressed desire of many of the residents. Potential hardships include the removal of the property owner's ability to convert an existing single-family dwelling into a two-family dwelling by right, or the potential for Lots, Uses, or structures to become nonconforming and place insurance or financing mechanisms at risk. No Uses, Lots of Record or primary structures which would become nonconforming as a result of this rezoning have been identified. No permitting or special use requests to implement two-family, multiple-family, or Group Living uses in the subject area have been identified.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The existing street network adequately serves the subject property for the existing single-family uses. Each existing Lot of Record has been granted one curb cut from a public street. See Standard (1).

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Stormwater management on the subject property is already designed and constructed. It will continue to be managed according to the City's Manual of Practice. Drainage patterns are not expected to change.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

An adequate road network and public services are already available to the subject properties. The area is part of the Bloomington District 87 school district, attending Washington Elementary and Bloomington Junior and High School.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the Zoning Map Amendment, and future development of the property with uses appropriate for the R-1C District should not negatively

impact property values in the neighborhood, as it should be of similar or same character as existing development.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

This property is designated as low-density residential development in the “Built Areas” of the Comprehensive Plan. Restricting the property to Single-Family Detached and/or Special Use Two-Family homes would align with the Comprehensive Plan.

11. Whether the City needs more of the types of uses allowed in the proposed district.

Multiple studies have identified the need for additional housing options in the city, but a large part of the demand is still for platted residences in single-family neighborhoods, similar to what is currently constructed in OFL.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST for approval of the proposed Zoning Map Amendment to the R-1C District is in the public interest and not solely for the benefit of the applicant or property owner.

Therefore, this COMMISSION recommends that the REQUEST for approval of the Zoning Map Amendment described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0

AYES: Prior; Cullen; Beyer; Mosley; Muehleck; Kreiger; Peradotti; Lewis; Galpalli

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

2/5/2026 | 4:44 PM CST

Date

Attachment 1: Complete List of Properties to be Rezoned

3402 FOUNTAIN LAKE DR (PIN: 2112201025), 3404 FOUNTAIN LAKE DR (PIN: 2112201026), 3406 FOUNTAIN LAKE DR (PIN: 2112201027), 3408 FOUNTAIN LAKE DR (PIN: 2112201028), 3410 FOUNTAIN LAKE DR (PIN: 2112201029), 3412 FOUNTAIN LAKE DR (PIN: 2112201030), 3414 FOUNTAIN LAKE DR (PIN: 2112201031), 3416 FOUNTAIN LAKE DR (PIN: 2112201032), 3418 FOUNTAIN LAKE DR (PIN: 2112201033), 3420 FOUNTAIN LAKE DR (PIN: 2112201034), 3422 FOUNTAIN LAKE DR (PIN: 2112201035), 1 FOUNTAIN LAKE CT (PIN: 2112201036), 3 FOUNTAIN LAKE CT (PIN: 2112201037), 5 FOUNTAIN LAKE CT (PIN: 2112201038), 7 FOUNTAIN LAKE CT (PIN: 2112201039), 9 FOUNTAIN LAKE CT (PIN: 2112201040), 11 FOUNTAIN LAKE CT (PIN: 2112201041), 13 FOUNTAIN LAKE CT (PIN: 2112201042), 15 FOUNTAIN LAKE CT (PIN: 2112201043), 17 FOUNTAIN LAKE CT (PIN: 2112201044), 19 FOUNTAIN LAKE CT (PIN: 2112201045), 20 FOUNTAIN LAKE CT (PIN: 2112201046), 18 FOUNTAIN LAKE CT (PIN: 2112201047), 16 FOUNTAIN LAKE CT (PIN: 2112201048), 14 FOUNTAIN LAKE CT (PIN: 2112201049), 12 FOUNTAIN LAKE CT (PIN: 2112201050), 3405 WINDMILL RD (PIN: 2112201051), 3407 WINDMILL RD (PIN: 2112201052), 3409 WINDMILL RD (PIN: 2112201053), 3411 WINDMILL RD (PIN: 2112201054), 3413 WINDMILL RD (PIN: 2112201055), 603 OLD FARM RD (PIN: 2112201056), 605 OLD FARM RD (PIN: 2112201057), 607 OLD FARM RD (PIN: 2112201058), 609 OLD FARM RD (PIN: 2112201059), 10 HARVEST CT (PIN: 2112201060), 8 HARVEST CT (PIN: 2112201061), 6 HARVEST CT (PIN: 2112201062), 4 HARVEST CT (PIN: 2112201063), 2 HARVEST CT (PIN: 2112201064), 1 HARVEST CT (PIN: 2112201065), 3 HARVEST CT (PIN: 2112201066), 5 HARVEST CT (PIN: 2112201067), 7 HARVEST CT (PIN: 2112201068), 9 HARVEST CT (PIN: 2112201069), 3306 CUMBRIA DR (PIN: 2112201070), 3308 CUMBRIA DR (PIN: 2112201071), 3310 CUMBRIA DR (PIN: 2112201072), 3312 CUMBRIA DR (PIN: 2112201073), 3314 CUMBRIA DR (PIN: 2112201074), 703 OLD FARM RD (PIN: 2112201075), 3316 CUMBRIA DR (PIN: 2112201076), 3405 FOUNTAIN LAKE DR (PIN: 2112204001), 3407 FOUNTAIN LAKE DR (PIN: 2112204002), 3409 FOUNTAIN LAKE DR (PIN: 2112204003), 3411 FOUNTAIN LAKE DR (PIN: 2112204004), 3413 FOUNTAIN LAKE DR (PIN: 2112204005), 3415 FOUNTAIN LAKE DR (PIN: 2112204006), 3417 FOUNTAIN LAKE DR (PIN: 2112204007), 3419 FOUNTAIN LAKE DR (PIN: 2112204008), 3421 FOUNTAIN LAKE DR (PIN: 2112204009), 3402 WINDMILL RD (PIN: 2112204010), 3404 WINDMILL RD (PIN: 2112204011), 3406 WINDMILL RD (PIN: 2112204012), 3408 WINDMILL RD (PIN: 2112204013), 3410 WINDMILL RD (PIN: 2112204014), 3412 WINDMILL RD (PIN: 2112204015), 3414 WINDMILL RD (PIN: 2112204016), 503 OLD FARM RD (PIN: 2112204017), 505 OLD FARM RD (PIN: 2112204018), 507 OLD FARM RD (PIN: 2112204019), 402 OLD FARM RD (PIN: 2112205007), 404 OLD FARM RD (PIN: 2112205008), 502 OLD FARM RD (PIN: 2112205009), 504 OLD FARM RD (PIN: 2112205010), 506 OLD FARM RD (PIN: 2112206001), 508 OLD FARM RD (PIN: 2112206002), 602 OLD FARM RD (PIN: 2112206003), 604 OLD FARM RD (PIN: 2112206004), 606 OLD FARM RD (PIN: 2112206005), 608 OLD FARM RD (PIN: 2112206006), 610 OLD FARM RD (PIN: 2112206007), 612 OLD FARM RD (PIN: 2112206009), 614 OLD FARM RD (PIN: 2112206010), 702 OLD FARM RD (PIN: 2112206011), 704 OLD FARM RD (PIN: 2112206012), 706 OLD FARM RD (PIN: 2112206013), 708 OLD FARM RD (PIN: 2112206014), 3 SHORELINE CT (PIN: 2112206016), 5 SHORELINE CT (PIN: 2112206017), 7 SHORELINE CT (PIN: 2112206018), 4 SWAN LAKE RD (PIN: 2112206019), 1 SHORELINE CT (PIN: 2112206020), 2 SHORELINE CT (PIN: 2112206021), 4 SHORELINE CT (PIN: 2112206022), 6 SHORELINE CT (PIN: 2112206023), 8 SHORELINE CT (PIN: 2112206024), 6 SWAN LAKE RD (PIN: 2112206026), 8 SWAN LAKE RD (PIN: 2112206027), 10 SWAN LAKE RD (PIN: 2112206028), 3305 CUMBRIA DR (PIN: 2112209001), 3307 CUMBRIA DR (PIN: 2112209002), 3309 CUMBRIA DR (PIN: 2112209003), 3311 CUMBRIA DR (PIN: 2112209004), 3313 CUMBRIA DR (PIN: 2112209005), 3315 CUMBRIA DR (PIN: 2112209006), 4 WEATHERVANE CT (PIN: 2112209021), 6 WEATHERVANE CT (PIN: 2112209022), 8 WEATHERVANE CT (PIN: 2112209023), 803 OLD FARM RD (PIN: 2112209024), 10 WEATHERVANE CT (PIN: 2112209025), 2 WEATHERVANE CT (PIN: 2112209026), 1 WEATHERVANE CT (PIN: 2112209027), 3 WEATHERVANE CT (PIN: 2112209028), 5 WEATHERVANE CT (PIN: 2112209029), 7 WEATHERVANE CT (PIN: 2112209030), 901 OLD FARM RD (PIN: 2112209031), 9 HAYLOFT RD

(PIN: 2112209032), 11 HAYLOFT RD (PIN: 2112209033), 13 HAYLOFT RD (PIN: 2112209034), 15 HAYLOFT RD (PIN: 2112209035), 17 HAYLOFT RD (PIN: 2112209036), 19 HAYLOFT RD (PIN: 2112209037), 21 HAYLOFT RD (PIN: 2112209038), 23 HAYLOFT RD (PIN: 2112209039), 25 HAYLOFT RD (PIN: 2112209040), 27 HAYLOFT RD (PIN: 2112209041), 29 HAYLOFT RD (PIN: 2112209042), 31 HAYLOFT RD (PIN: 2112209043), 33 HAYLOFT RD (PIN: 2112209044), 35 HAYLOFT RD (PIN: 2112209045), 7 HAYLOFT RD (PIN: 2112209046), 5 HAYLOFT RD (PIN: 2112209047), 3 HAYLOFT RD (PIN: 2112209048), 1 HAYLOFT RD (PIN: 2112209049), 1 PRENZLER DR (PIN: 2112209051), 3 PRENZLER DR (PIN: 2112209052), 5 PRENZLER DR (PIN: 2112209053), 7 PRENZLER DR (PIN: 2112209054), 9 PRENZLER DR (PIN: 2112209055), 802 OLD FARM RD (PIN: 2112210001), 3 SWAN LAKE RD (PIN: 2112210002), 5 SWAN LAKE RD (PIN: 2112210003), 7 SWAN LAKE RD (PIN: 2112210004), 9 SWAN LAKE RD (PIN: 2112210005), 13 SWAN LAKE RD (PIN: 2112210006), 17 SWAN LAKE RD (PIN: 2112210007), 21 SWAN LAKE RD (PIN: 2112210008), 25 SWAN LAKE RD (PIN: 2112210009), 804 OLD FARM RD (PIN: 2112210010), 808 OLD FARM RD (PIN: 2112210012), 902 OLD FARM RD (PIN: 2112210013), 904 OLD FARM RD (PIN: 2112210014), 37 SWAN LAKE RD (PIN: 2112210015), 3 BLUE LAKE CT (PIN: 2112210016), 5 BLUE LAKE CT (PIN: 2112210017), 7 BLUE LAKE CT (PIN: 2112210018), 9 BLUE LAKE CT (PIN: 2112210019), 1 BLUE LAKE CT (PIN: 2112210020), 2 BLUE LAKE CT (PIN: 2112210021), 4 BLUE LAKE CT (PIN: 2112210022), 6 BLUE LAKE CT (PIN: 2112210023), 8 BLUE LAKE CT (PIN: 2112210024), 13 DRAKE CT (PIN: 2112226002), 15 DRAKE CT (PIN: 2112226003), 17 DRAKE CT (PIN: 2112226004), 3504 TEAL DR (PIN: 2112226005), 11 DRAKE CT (PIN: 2112226006), 9 DRAKE CT (PIN: 2112226007), 7 DRAKE CT (PIN: 2112226008), 5 DRAKE CT (PIN: 2112226009), 3 DRAKE CT (PIN: 2112226011), 1 DRAKE CT (PIN: 2112226012), 23 DRAKE CT (PIN: 2112227001), 25 DRAKE CT (PIN: 2112227002), 27 DRAKE CT (PIN: 2112227003), 29 DRAKE CT (PIN: 2112227004), 31 DRAKE CT (PIN: 2112227005), 33 DRAKE CT (PIN: 2112227006), 35 DRAKE CT (PIN: 2112227007), 37 DRAKE CT (PIN: 2112227008), 39 DRAKE CT (PIN: 2112227009), 41 DRAKE CT (PIN: 2112227010), 43 DRAKE CT (PIN: 2112227011), 6 CYGNET XING (PIN: 2112227013), 8 CYGNET XING (PIN: 2112227014), 10 CYGNET XING (PIN: 2112227015), 12 CYGNET XING (PIN: 2112227016), 14 CYGNET XING (PIN: 2112227017), 16 CYGNET XING (PIN: 2112227018), 18 CYGNET XING (PIN: 2112227019), 4 CYGNET XING (PIN: 2112227020), 16 DRAKE CT (PIN: 2112228001), 6 DRAKE CT (PIN: 2112228002), 18 DRAKE CT (PIN: 2112228003), 20 DRAKE CT (PIN: 2112228004), 22 DRAKE CT (PIN: 2112228005), 24 DRAKE CT (PIN: 2112228006), 26 DRAKE CT (PIN: 2112228007), 38 DRAKE CT (PIN: 2112228008), 4 DRAKE CT (PIN: 2112228009), 2 DRAKE CT (PIN: 2112228010), 507 EDDY RD (PIN: 2112228011), 509 EDDY RD (PIN: 2112228012), 511 EDDY RD (PIN: 2112228013), 513 EDDY RD (PIN: 2112228014), 40 DRAKE CT (PIN: 2112228015), 42 DRAKE CT (PIN: 2112228016), 1 CYGNET XING (PIN: 2112229002), 3 CYGNET XING (PIN: 2112229003), 5 CYGNET XING (PIN: 2112229004), 7 CYGNET XING (PIN: 2112229005), 7 MALLARD CT (PIN: 2112229008), 8 MALLARD CT (PIN: 2112229009), 6 MALLARD CT (PIN: 2112229010), 4 MALLARD CT (PIN: 2112229011), 11 CYGNET XING (PIN: 2112229012), 15 CYGNET XING (PIN: 2112229013), 17 CYGNET XING (PIN: 2112229014), 19 CYGNET XING (PIN: 2112229015), 21 CYGNET XING (PIN: 2112229016), 3 MALLARD CT (PIN: 2112229017), 5 MALLARD CT (PIN: 2112229019), 2 CYGNET XING (PIN: 2112229020), 510 EDDY RD (PIN: 2112230002), 512 EDDY RD (PIN: 2112230003), 514 EDDY RD (PIN: 2112230004), 602 EDDY RD (PIN: 2112230005), 604 EDDY RD (PIN: 2112230006), 1 ROSEWOOD CT (PIN: 2112230007), 3 ROSEWOOD CT (PIN: 2112230008), 5 ROSEWOOD CT (PIN: 2112230009), 7 ROSEWOOD CT (PIN: 2112230010), 9 ROSEWOOD CT (PIN: 2112230011), 11 ROSEWOOD CT (PIN: 2112230012), 13 ROSEWOOD CT (PIN: 2112230013), 15 ROSEWOOD CT (PIN: 2112230014), 17 ROSEWOOD CT (PIN: 2112230015), 2 ROSEWOOD CT (PIN: 2112231001), 4 ROSEWOOD CT (PIN: 2112231002), 6 ROSEWOOD CT (PIN: 2112231003), 8 ROSEWOOD CT (PIN: 2112231004), 10 ROSEWOOD CT (PIN: 2112231005), 12 ROSEWOOD CT (PIN: 2112231006), 14 ROSEWOOD CT (PIN: 2112231007), 16 ROSEWOOD CT (PIN: 2112231008), 18 ROSEWOOD CT (PIN: 2112231009), 20 ROSEWOOD CT (PIN: 2112231010), 22 ROSEWOOD CT (PIN: 2112231011), 24 ROSEWOOD CT (PIN: 2112231012), 3 ROCK GARDEN CT (PIN: 2112231016), 5 ROCK GARDEN CT (PIN: 2112231017), 7 ROCK GARDEN CT (PIN: 2112231018), 9 ROCK GARDEN CT (PIN: 2112231019),

11 ROCK GARDEN CT (PIN: 2112231020), 13 ROCK GARDEN CT (PIN: 2112231021), 15 ROCK GARDEN CT (PIN: 2112231022), 17 ROCK GARDEN CT (PIN: 2112231023), 19 ROCK GARDEN CT (PIN: 2112231024), 21 ROCK GARDEN CT (PIN: 2112231025), 23 ROCK GARDEN CT (PIN: 2112231026), 25 ROCK GARDEN CT (PIN: 2112231027), 27 ROCK GARDEN CT (PIN: 2112231028), 24 ROCK GARDEN CT (PIN: 2112232012), 26 ROCK GARDEN CT (PIN: 2112232013), 28 ROCK GARDEN CT (PIN: 2112232014), 3 RACHEL CT (PIN: 2112232015), 5 RACHEL CT (PIN: 2112232016), 3402 STARK DR (PIN: 2112232017), 3404 STARK DR (PIN: 2112232018), 1 RACHEL CT (PIN: 2112232019), 2 RACHEL CT (PIN: 2112232020), 4 RACHEL CT (PIN: 2112232021), 6 RACHEL CT (PIN: 2112232022), 8 RACHEL CT (PIN: 2112232023), 26 SWAN LAKE RD (PIN: 2112251001), 24 SWAN LAKE RD (PIN: 2112251002), 36 SWAN LAKE RD (PIN: 2112251003), 1004 OLD FARM RD (PIN: 2112251004), 1006 OLD FARM RD (PIN: 2112251005), 1008 OLD FARM RD (PIN: 2112251006), 1010 OLD FARM RD (PIN: 2112251007), 34 SWAN LAKE RD (PIN: 2112251008), 32 SWAN LAKE RD (PIN: 2112251009), 30 SWAN LAKE RD (PIN: 2112251010), 28 SWAN LAKE RD (PIN: 2112251011), 2 PRENZLER DR (PIN: 2112251012), 4 PRENZLER DR (PIN: 2112251013), 6 PRENZLER DR (PIN: 2112251014), 8 PRENZLER DR (PIN: 2112251015), 6 HAYLOFT RD (PIN: 2112252001), 14 HAYLOFT RD (PIN: 2112252002), 16 HAYLOFT RD (PIN: 2112252003), 18 HAYLOFT RD (PIN: 2112252004), 28 HAYLOFT RD (PIN: 2112252005), 4 HAYLOFT RD (PIN: 2112252006), 1001 OLD FARM RD (PIN: 2112252007), 1003 OLD FARM RD (PIN: 2112252008), 1005 OLD FARM RD (PIN: 2112252009), 1007 OLD FARM RD (PIN: 2112252010), 1009 OLD FARM RD (PIN: 2112252011), 14 SWAN LAKE RD (PIN: 2112276002), 16 SWAN LAKE RD (PIN: 2112276003), 18 SWAN LAKE RD (PIN: 2112276004), 20 SWAN LAKE RD (PIN: 2112276005), 22 SWAN LAKE RD (PIN: 2112276007), 10 PRENZLER DR (PIN: 2112277001), 12 PRENZLER DR (PIN: 2112277002), 14 PRENZLER DR (PIN: 2112277003), 16 PRENZLER DR (PIN: 2112277004), 28 PRENZLER DR (PIN: 2112277005), 18 PRENZLER DR (PIN: 2112277006), 30 PRENZLER DR (PIN: 2112277007), 32 PRENZLER DR (PIN: 2112277008), 34 PRENZLER DR (PIN: 2112277009), 36 PRENZLER DR (PIN: 2112277010), 38 PRENZLER DR (PIN: 2112277011), 40 PRENZLER DR (PIN: 2112277012), 42 PRENZLER DR (PIN: 2112277013), 44 PRENZLER DR (PIN: 2112277014), 46 PRENZLER DR (PIN: 2112277015), 52 PRENZLER DR (PIN: 2112277018), 54 PRENZLER DR (PIN: 2112277019), 48 PRENZLER DR (PIN: 2112277020), 50 PRENZLER DR (PIN: 2112277022), 619 EDDY RD (PIN: 2112277024), 623 EDDY RD (PIN: 2112277025), 8 STARK CIR (PIN: 2112277026), 6 STARK CIR (PIN: 2112277027), 1 STARK CIR (PIN: 2112277030), 3 STARK CIR (PIN: 2112277032), 5 STARK CIR (PIN: 2112277033), 7 STARK CIR (PIN: 2112277034), 9 STARK CIR (PIN: 2112277035), 2 STARK CIR (PIN: 2112277036), 4 STARK CIR (PIN: 2112277037), 11 PRENZLER DR (PIN: 2112278001), 13 PRENZLER DR (PIN: 2112278002), 15 PRENZLER DR (PIN: 2112278003), 17 PRENZLER DR (PIN: 2112278004), 19 PRENZLER DR (PIN: 2112278005), 21 PRENZLER DR (PIN: 2112278006), 27 PRENZLER DR (PIN: 2112278007), 25 PRENZLER DR (PIN: 2112278008), 23 PRENZLER DR (PIN: 2112278009), 29 PRENZLER DR (PIN: 2112278010), 31 PRENZLER DR (PIN: 2112278011), 33 PRENZLER DR (PIN: 2112278012), 35 PRENZLER DR (PIN: 2112278013), 37 PRENZLER DR (PIN: 2112278014), 39 PRENZLER DR (PIN: 2112278015), 41 PRENZLER DR (PIN: 2112278016), 43 PRENZLER DR (PIN: 2112278017), 53 PRENZLER DR (PIN: 2112278020), 807 EDDY RD (PIN: 2112278021), 809 EDDY RD (PIN: 2112278022), 811 EDDY RD (PIN: 2112278023), 901 EDDY RD (PIN: 2112278024), 903 EDDY RD (PIN: 2112278025), 905 EDDY RD (PIN: 2112278026), 907 EDDY RD (PIN: 2112278027), 909 EDDY RD (PIN: 2112278028), 911 EDDY RD (PIN: 2112278029), 913 EDDY RD (PIN: 2112278030), 915 EDDY RD (PIN: 2112278031), 917 EDDY RD (PIN: 2112278032), 45 PRENZLER DR (PIN: 2112278033), 49 PRENZLER DR (PIN: 2112278034), 702 EDDY RD (PIN: 2112279001), 704 EDDY RD (PIN: 2112279002), 706 EDDY RD (PIN: 2112279003), 802 EDDY RD (PIN: 2112279004), 804 EDDY RD (PIN: 2112279005), 806 EDDY RD (PIN: 2112279006), 808 EDDY RD (PIN: 2112279007), 810 EDDY RD (PIN: 2112279008), 1 JOSLIN CT (PIN: 2112279009), 3 JOSLIN CT (PIN: 2112279010), 5 JOSLIN CT (PIN: 2112279011), 7 JOSLIN CT (PIN: 2112279012), 9 JOSLIN CT (PIN: 2112279013), 11 JOSLIN CT (PIN: 2112279014), 2 JOSLIN CT (PIN: 2112279015), 4 JOSLIN CT (PIN: 2112279016), 6 JOSLIN CT (PIN: 2112279017), 12 JOSLIN CT (PIN: 2112279020), 14 JOSLIN CT (PIN: 2112279021), 4 MINKS CT (PIN: 2112279022), 6 MINKS CT (PIN: 2112279023),

8 MINKS CT (PIN: 2112279024), 10 MINKS CT (PIN: 2112279025), 12 MINKS CT (PIN: 2112279026), 14 MINKS CT (PIN: 2112279027), 906 EDDY RD (PIN: 2112279028), 904 EDDY RD (PIN: 2112279029), 902 EDDY RD (PIN: 2112279030), 3 MINKS CT (PIN: 2112279031), 5 MINKS CT (PIN: 2112279032), 7 MINKS CT (PIN: 2112279033), 9 MINKS CT (PIN: 2112279034), 11 MINKS CT (PIN: 2112279035), 13 MINKS CT (PIN: 2112279036), 15 MINKS CT (PIN: 2112279037), 2 LEXIS CT (PIN: 2112279039), 4 LEXIS CT (PIN: 2112279040), 6 LEXIS CT (PIN: 2112279041), 8 LEXIS CT (PIN: 2112279042), 10 LEXIS CT (PIN: 2112279043), 12 LEXIS CT (PIN: 2112279044), 14 LEXIS CT (PIN: 2112279045), 16 LEXIS CT (PIN: 2112279046), 18 LEXIS CT (PIN: 2112279047), 19 LEXIS CT (PIN: 2112279048), 916 EDDY RD (PIN: 2112279049), 3 LEXIS CT (PIN: 2112279050), 5 LEXIS CT (PIN: 2112279051), 7 LEXIS CT (PIN: 2112279052), 9 LEXIS CT (PIN: 2112279053), 11 LEXIS CT (PIN: 2112279054), 13 LEXIS CT (PIN: 2112279055), 15 LEXIS CT (PIN: 2112279056), 17 LEXIS CT (PIN: 2112279057), 10 JOSLIN CT (PIN: 2112279059), 8 JOSLIN CT (PIN: 2112279060).

The following un-addressed properties are also a subject of this request and hearing: **PIN: 2112209050**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT A IN OLD FARM LAKES NO. 8, CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1993, AS DOC. NO. 93-33657, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112201024**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 1 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112205011**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 1 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112231031**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT A AND OUTLOT B IN OLD FARM LAKES GARDENS, BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1998, AS DOC. NO. 98-15730, EXCEPTING THEREFROM THE RESUBDIVISION OF LOTS 40-51 IN OLD FARM LAKES GARDENS, IN MCLEAN COUNTY, ILLINOIS; **PIN: 2112276011**, MORE SPECIFICALLY DESCRIBED AS: OUTLOT 3 IN OLD FARM LAKES NO. 1 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1987, AS DOC. NO. 87-5456, IN MCLEAN COUNTY, ILLINOIS, OUTLOTS 1 AND 2 IN IN OLD FARM LAKES NO. 2 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1988, AS DOC. NO. 88-772, IN MCLEAN COUNTY, ILLINOIS, OUTLOT 1 IN OLD FARM LAKES NO. 3 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1989, AS DOC. NO. 89-2020, IN MCLEAN COUNTY, ILLINOIS, OUTLOT A IN OLD FARM LAKES NO. 16 SUBDIVISION TO THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1996, AS DOC. NO. 96-9206, IN MCLEAN COUNTY, ILLINOIS, AND OLD FARM LAKE.



Consent Agenda Item No. 7.H.

For City Council: February 23, 2026

Ward Impacted: Ward 7

Subject: Consideration and Action on An Ordinance Approving a Zoning Map Amendment for the Property Commonly Known as 1029 Maple Hill Road, from the C-1 (Office) District to the R-3A (Multiple-Family Residence) District (PIN: 14-31-400-038), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 4. Strong Neighborhoods

Objective 4d. Improved neighborhood infrastructure

Background: The Applicant is requesting approval of a Zoning Map Amendment for the subject property from the C-1 (Office) District to the R-3A (Multiple-Family Residence) District. The Property was used agriculturally through at least the 1950's but has since been inactive and undeveloped. The change in zoning of the property reduces the commercial potential and expands the residential structure types available. The Applicant has requested this to facilitate the development of single-family-attached (townhouses) and single-family-detached homes.

The property is approximately 2.57 acres located between Maple Hill Road and Interstate 74, south of Enterprise Drive, at the west end of the City. Vehicle access would be via new curb cuts along Maple Hill Road. The property was brought into the City in 1988 as part of a larger annexation and has been zoned C-1 since that time. Neighboring properties are zoned for residential or commercial uses.

Following appropriate notice, on February 4, 2026, the Planning Commission held a public hearing, received testimony, and subsequently voted 9-0-0 to recommend approval of the request.

Community Groups/Interested Persons Contacted: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Wednesday, January 14, 2026. Courtesy notices were mailed on January 12, 2026, to 17 property owners within 500 feet of the property.

Financial Impact: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit B - Findings of Fact

ORDINANCE NO. 2026 - ____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR THE PROPERTY COMMONLY KNOWN AS 1029 MAPLE HILL ROAD, FROM THE C-1 (OFFICE) DISTRICT TO THE R-3A (MULTIPLE-FAMILY RESIDENCE) DISTRICT (PIN: 14-31-400-038)

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, an application requesting a Zoning Map Amendment from the C-1 (Office) District to the R-3A (Multiple-Family Residence) District for the property commonly known as 1029 Maple Hill Road, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, the Bloomington Planning Commission ("COMMISSION"), after proper notice was given, conducted a public hearing on said Zoning Map Amendment on February 4, 2026; and

WHEREAS, the COMMISSION, following said public hearing, made Findings of Fact, attached as Exhibit B ("FINDINGS") that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the COMMISSION voted to recommend that City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the requested Zoning Map Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if stated in full.

SECTION 2. The Council hereby adopts the FINDINGS of the COMMISSION, and the Zoning Map Amendment to the R-3A (Multiple-Family Residence) District for the property commonly known as 1029 Maple Hill Road is approved.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of February, 2026.

APPROVED this ____ day of February, 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

E. Allin's Subdivision, Lot 24, Part of the W-1/2, SE & SW, NE, 31-24-2E

THAT PORTION OF LOTS 21, 22, 23 AND 24 IN E. ALLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 EAST AND LOT 4 OF THE SUBDIVISION OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1871 IN BOOK 1 OF PLATS PAGE 2891 WITHIN THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING WEST OF THE WEST RIGHT OF WAY LINE OF FAI ROUTES 55 AND 74:

THE NORTH 40 ACRES OF THE FOLLOWING DESCRIBED TRACT COMMENCING AT A POINT 262.5 FEET SOUTH OF THE CENTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST 1384 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, THENCE SOUTH ALONG SAID EAST LINE 1725.5 FEET, THENCE WEST 690 FEET, THENCE SOUTH 1747 FEET TO THE CENTER OF THE PEORIA ROAD, THENCE NORTHWESTERLY ALONG THE CENTER OF THE PEORIA ROAD 699 FEET TO A POINT 906.4 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE SOUTH SIDE OF SAID SECTION 31, THENCE NORTH 3323.5 FEET TO THE PLACE OF BEGINNING;

EXCEPT THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS FOR AND IN BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CASE NO. 8974 C.L.,

AND ALSO EXCEPT INTERSTATE WEST SUBDIVISION IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1985 AS DOCUMENT NUMBER 85-7220,

AND ALSO EXCEPT THE NORTH 1 ACRE OF EVEN WIDTH, AND ALSO EXCEPTING THEREFROM THE NORTH 622.24 FEET OF EVEN WIDTH, IN MC LEAN COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1029 Maple Hill Road
PIN: 14-31-400-038

EXHIBIT B:

**FINDINGS OF FACT AND RECOMMENDATION
OF THE CITY OF BLOOMINGTON PLANNING COMMISSION**

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **COII, LLC**, (APPLICANT), in **case Z-04-26**, related to approval of a **Zoning Map Amendment from C-1 (Office) District to R-3A (Multiple-Family Residence) District**, for the property commonly known as 1029 Maple Hill Road, PIN: 14-31-400-038 (REQUEST).

After proper notice was given as required by law, the COMMISSION held a public hearing on this case on **February 4, 2026**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR REVIEW OF ZONING MAP AMENDMENTS, PER CH. 44 OF THE CITY CODE

1. The suitability of the subject property for uses authorized by the existing zoning.

The existing C-1 (Office) District zoning permits primarily commercial and business uses, and treats residential uses as special uses. The subject property is suited for both commercial and residential uses because of its access to the public road network and the availability of public water and sanitary sewer service at the site, but the existing condition of Maple Hill Road does not lend itself to large-scale commercial traffic without significant upgrade, specifically in that it has no curb, has a PASER rating of 4, and has a restricted weight limit.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has never been developed; it was farmed into at least the 1950s. By 1982, land on the west side of Maple Hill Road began to develop into single-family residences. By 1995, land at the south end of Maple Hill Road began developing into social service organizations, a church, and educational support services. By 2005, the three (3) properties southerly adjacent to the subject property were developed with four-unit Single-Family Attached buildings.

3. The suitability of the subject property for uses authorized by the proposed zoning.

The subject property would be appropriate for most uses permitted in the proposed R-3A (Multiple-Family Residence) District due to existing accessibility to the public road network and the availability of public water and sanitary sewer service.

4. The existing land uses and zoning of nearby property.

The property is directly bounded on the west by residentially-zoned property that has been developed with platted single-family homes, and bounded to the south by four-unit single-owner townhomes. Land to the far west is developed as a multi-hundred-unit townhome complex. Neighboring land uses to the north and east do not directly interact due to their lack of development or the significance of the transportation corridor.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

Both the Owner and the public would benefit from the proposed rezoning. The Owner would be able to make effective use of property that has remained undeveloped since it was annexed into the City. Regarding the public benefit, zoning that is more conducive to desirable types of development could result in active use of the property, which would be more likely to positively impact the surrounding area than does the current vacant state of the property. In addition, the public would benefit from decreasing the potential for large-scale commercial uses that are currently permitted by right in C-1 (Hospitals, Schools, Hotels) in an area that has already developed with residential uses.

From the perspective of hardship, if the request is not granted, the Owner would experience a lack of economic gain from the property, which may lead to reduced maintenance of the property. Regarding the potential public hardship, not granting the request would result in continued inactivity of the property, with a possibility of a future reduction of maintenance.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The existing street network could adequately serve the subject property in Districts less intensive than the existing zoning, such as the proposed R-3A. Vehicle access would be provided via new access points along Maple Hill Road, which is classified as a Local Road or Street. All connections would be reviewed and confirmed by the City's Traffic Engineer prior to construction.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

There are no identified flood zones on or near the subject property. Stormwater management on the subject property would continue to be managed according to the City's Manual of Practice. Off-site drainage patterns are not expected to change significantly.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

An adequate road network and public services are already available to the property. The Applicant would need to ensure that water and sewer items are updated and meet current code requirements for any eventual use. The property has been annexed to the McLean County Unit 5 School District, with attendance assigned at Fox Creek Elementary School, Parkside Junior High, and Normal Community West High School.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the Zoning Map Amendment, and future development of the property with uses appropriate for the R-3A District should not negatively impact property values in the neighborhood.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

This property is designated for future, high-density residential development. Staff believe that developing the property with Single-Family Attached and/or Detached homes would align with the Housing goals of the Comprehensive Plan.

11. Whether the City needs more of the types of uses allowed in the proposed district.

Multiple studies have identified the need for additional housing options in the city. The proposed zoning would permit the further development of a diverse range of housing options designed for owner-occupancy, including platted Single-Family Attached (Townhome) and Detached homes.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST for approval of the proposed Zoning Map Amendment to the R-3A District is in the public interest and not solely for the benefit of the applicant or property owner.

Therefore, this COMMISSION recommends that the REQUEST for approving the Zoning Map Amendment described above be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0

AYES: Beyer; Cullen; Galpalli; Krieger; Lewis; Mosley; Muehleck; Peradotti; Prior

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

2/5/2026 | 4:44 PM CST

Date



Consent Agenda Item No. 7.I.

For City Council: February 23, 2026

Ward Impacted: Ward 2

Subject: Consideration and Action on an Ordinance (1) Rescinding Ordinance No. 2025-100, *"an Ordinance Approving the Final Plat of Bloomington Township Solar 1, LLC Subdivision (PIN: 20-26-200-006)"*; and (2) Approving the Final Plat of Stringtown Solar Subdivision (PIN: 20-26-200-006), as requested by the Development Services Department.

Recommended Motion: The proposed Ordinance be approved.

Strategic Plan:

Goal 5. Great Place - Livable, Sustainable City

Objective 5a. Well-planned City with necessary services and infrastructure

Background: Following City approval of the initial plat, via Ordinance No. 2025-100, McLean County required a number of changes that could not be administratively approved. The proposed ordinance rescinds approval of the original plat and approves the new plat. The original plat was never recorded. Staff have no objection to the proposed plat.

The Applicant seeks approval of a subdivision within 1.5 miles of the City's current corporate limits, which is within the City's Extraterritorial Jurisdiction. The subject property sits at the corner of two future public collector/arterial roads, which means that planning for and accommodating right-of-way dedication is required prior to approval of such a subdivision. This plat provides for future right-of-way along Rivian Motorway and Stringtown Road. No tap-on fees are due at this time.

If approved, this Final Plat will be recorded with a Plat Access Certificate to ensure the County has appropriate legal authority until the property is annexed, or the roadway(s) adjacent become the responsibility of the City.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: The Applicant paid all survey costs and legal fees associated with this request. The right-of-way is to be dedicated (donated) to the County and Township Road Commission for future improvements; this should not result in financial consequences for the City until adjacent property is annexed.

Attachments:

1. Ordinance
2. Ordinance - Exhibit B - Final Plat
3. Petition
4. County Clerk's Certificate
5. Owner's Certificate

6. School District Certificate
7. Plat Location Map

ORDINANCE NO. 2026 - ____

AN ORDINANCE (1) RESCINDING ORDINANCE NO. 2025-100, "AN ORDINANCE APPROVING THE FINAL PLAT OF BLOOMINGTON TOWNSHIP SOLAR 1, LLC SUBDIVISION (PIN: 20-26-200-006)"; AND (2) APPROVING THE FINAL PLAT OF STRINGTOWN SOLAR SUBDIVISION (PIN: 20-26-200-006)

WHEREAS, the City of Bloomington, McLean County, Illinois ("City"), on December 15, 2025, passed Ordinance Number 2025-100 approving the Final Plat of the Bloomington Township Solar 1 Subdivision ("PRIOR PLAT") for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, the PRIOR PLAT was never recorded and never became enforceable; and

WHEREAS, after coordination with McLean County, a number of desired changes were identified that could not be considered minor technical modifications and corrections; and

WHEREAS, a new Petition was filed with the City for approval of the Final Plat of the Stringtown Solar Subdivision, for the same PROPERTY; and

WHEREAS, said Petition included a Final Plat prepared by Franjo I. Maticic, Illinois Professional Land Surveyor No. 3556, of the WT Group, dated January 29, 2026, depicted in Exhibit B (PLAT); and

WHEREAS, the subject PROPERTY is within 1.5 miles of the corporate limits of the City and subject to governance by the Land Subdivision Code of the City of Bloomington, Illinois, through exercise of the City's power of Extraterritorial Jurisdiction; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, said PLAT attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code, except for those exemptions and variations requested above; and

WHEREAS, said Final PLAT meets the requirements for review as an Expedited Final Plat under § 24-305F, and it is appropriate to grant the requested exemptions or variations.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. Approval of the PRIOR PLAT of the Bloomington Township Solar 1 Subdivision,

dated December 1, 2025, for the subject PROPERTY, and the effecting Ordinance, Number 2025-100, are hereby rescinded.

SECTION 3. The Final PLAT of the Stringtown Solar Subdivision, dated January 29, 2026, for the subject PROPERTY, as legally described in Exhibit A and depicted in Exhibit B, is hereby approved with the requested waivers and exemptions, subject to minor technical modifications and corrections, and shall expire in 180 days unless recorded.

SECTION 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

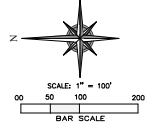
LEGAL DESCRIPTION

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER 311.50 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS

PIN: 20-26-200-006

OWNER
DAVID J. & WILMA I. KIESER
1829 N. 700 EAST ROAD
MCLEAN, ILLINOIS 61754
309-275-9800

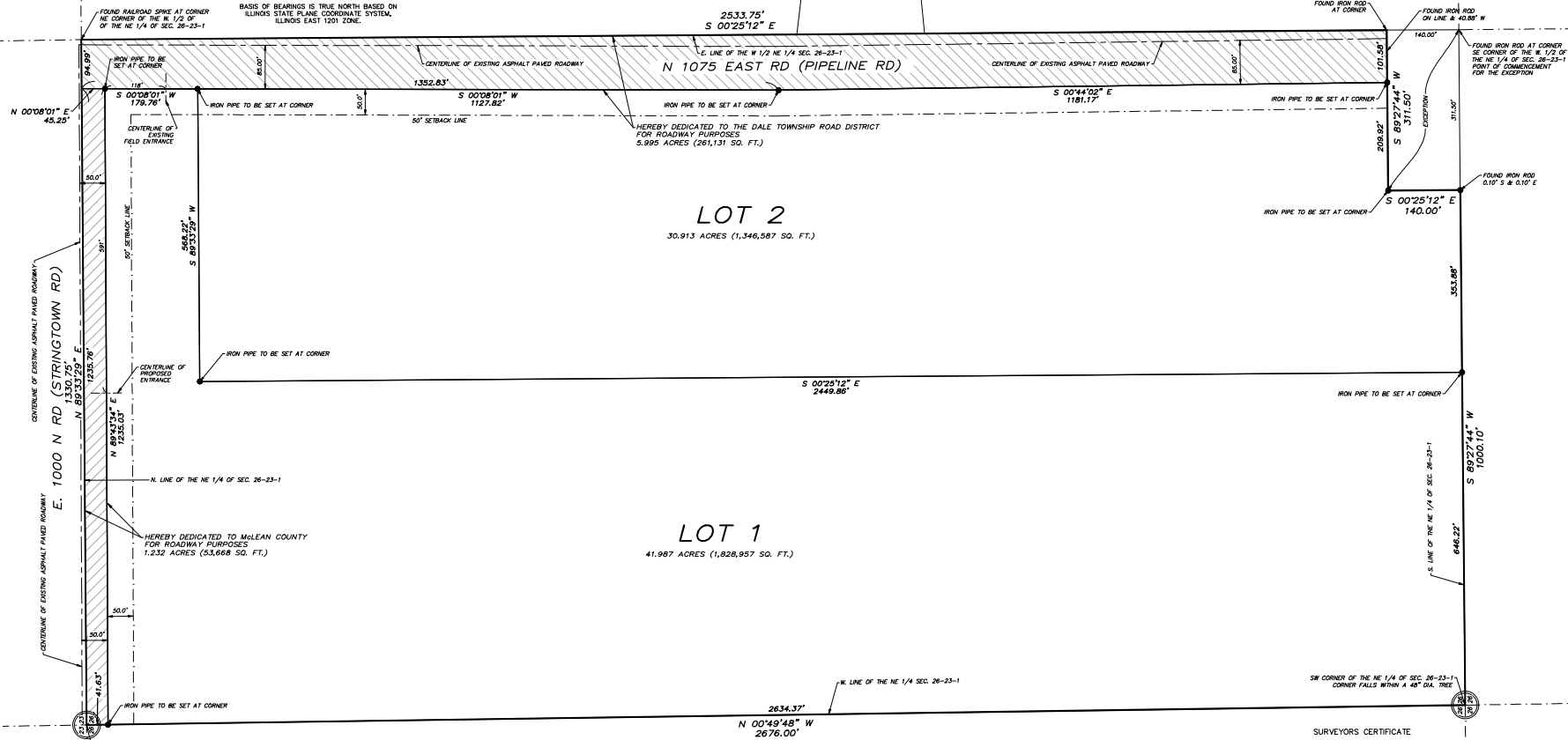
SURVIVOR
WT GROUP AEC, LLC
2000 CENTER DRIVE, SUITE B411
HOFFMAN, ILL. 60192
224-293-6333



STRINGTOWN SOLAR SUBDIVISION FINAL PLAT

BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

PARCEL ID NO.: 20-26-200-006



PROPERTY AREA	
LOT 1:	41.987 ACRES (1,828,957 SQ. FT.)
LOT 2:	30.913 ACRES (1,346,587 SQ. FT.)
MCLEAN COUNTY	30.913 ACRES (1,346,587 SQ. FT.)
ROADWAY DEDICATION:	1.232 ACRES (53,668 SQ. FT.)
DALE TOWNSHIP	1.232 ACRES (53,668 SQ. FT.)
ROADWAY DEDICATION:	5.995 ACRES (261,131 SQ. FT.)
TOTAL:	80.217 ACRES (3,490,343 SQ. FT.)

LEGEND

- PROPERTY LINE
- - - - - EXISTING CENTERLINE OF PAVED ROADWAY
- (XXX) RECORD PROPERTY DIMENSIONS
- IRON PIPE TO BE SET AT CORNER
- ▨ HEREBY DEDICATED TO MCLEAN COUNTY FOR ROADWAY PURPOSES
- ▨ HEREBY DEDICATED TO THE DALE TOWNSHIP ROAD DISTRICT FOR ROADWAY PURPOSES
- - - - - EASEMENT (HEREBY GRANTED)
- - - - - EXISTING EASEMENTS TO REMAIN

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCLEAN)

I, _____, CITY CLERK OF THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL "STRINGTOWN SOLAR SUBDIVISION FINAL PLAT", PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2026, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBER OF SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, 2026.

CITY CLERK

NOTES:

- SUBDIVISION WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 2400371393-01, HAVING AN EFFECTIVE DATE OF MAY 23rd, 2024.
- FIELD WORK COMPLETED ON JULY 2nd, 2025
- ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.
- PROPERTY IS WITHIN 1.5 MILES OF A MUNICIPALITY WITH A COMPREHENSIVE PLAN THAT EXERCISES SUBDIVISION REVIEW.
- NO RIGHT-OF-WAY DEDICATED ON THIS PLAT MAY BE VACATED WITHOUT PRIOR WRITTEN PERMISSION FROM THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

CITY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED ON THE PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS FOR SAID CITY OF BLOOMINGTON OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS THIS _____ DAY OF _____, 2026.

CITY ENGINEER
BLOOMINGTON, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO STATE THAT I, FRANJO L. MATIĆ, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET; THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER 311.50 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

I FURTHER STATE THE PROPERTY IS LISTED AS FALLING WITHIN ZONE "X", DESCRIBED AS "AREAS OF MINIMAL FLOOD HAZARD" PER F.E.M.A. PANEL NO. 17113C0500R DATED JULY 16th, 2008.
I FURTHER STATE THAT THE DIMENSIONS SHOWN ON THIS PLAT ARE GIVEN IN FEET AND DECIMALS OF A FOOT, AND THAT MONUMENTS WERE SET OR FOUND AT THE LOCATIONS INDICATED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS STATE STANDARDS FOR A SUBDIVISION SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS _____ 29th _____ DAY OF _____ JANUARY _____ A.D. 2026 AT HOFFMAN, ILLINOIS.

Franjo L. Matić
FRANJO L. MATIĆ - PLS #035-003556 EXPIRES 11/30/2028



CHECK/FM
DRAWN: MWO
JOB: S2300014

SHEET 1 OF 1
PLAT OF SUBDIVISION

WT GROUP
Engineering with Precision. Peace and Prosperity.
2000 Center Drive, Suite B411 Hoffman Estates, IL 60192
(815) 886-2000
www.wtgroupaia.com

WT Group
Engineering & Design Consulting

STRINGTOWN SOLAR SUBDIVISION
FINAL PLAT
CITY OF BLOOMINGTON
MCLEAN COUNTY, ILLINOIS

ISSUE
TO: DATE
CLIENT: 11/21/25
CLIENT: 12/01/25
CLIENT: 1/06/26
CLIENT: 1/06/26
CLIENT: 1/15/26
CLIENT: 12/15/26
CLIENT: 1/09/26



PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) *DAVID J. & WILMA I. KIESER*, hereinafter referred to as "Petitioner(s)",
respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate
thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter
referred to as "Property", which is attached hereto and made a part hereof by
this reference, or is (are) a mortgagee or vendee in possession, assignee of
rents, receiver, executor (executrix), trustee, lessee or other person, firm or
corporation or the duly authorized agents of any of the above persons having
proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the
subdivision of said property, that is within the Extraterritorial Jurisdiction of the
City, to be known and described as *STRINGTOWN SOLAR SUBDIVISION*;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or
variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
waiver of the preliminary plan, submission, review, and approval procedures, as
allowed by § 24-305F;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the
STRINGTOWN SOLAR SUBDIVISION, submitted herewith, be approved with the
exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:



Name: Thomas Ryan

Title: New Leaf Energy, Sr. Project Developer

Date: 2/6/2026 | 10:29 AM CST

EXHIBIT A

LEGAL DESCRIPTION
STRINGTOWN SOLAR SUBDIVISION

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF SAID NORTHEAST QUARTER SECTION; THENCE DUE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 311.50 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, THENCE DUE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER 311.50 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER, 140 FEET, TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS

PIN: 20-26-200-006

FEB 06 2026

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

Kathy Michael
COUNTY CLERK

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 6TH day of FEBRUARY 2026, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN: 20-26-200-006

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF McLean)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of the Stringtown Solar Subdivision to McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct plat of the Stringtown Solar Subdivision to McLean County, Illinois, as laid off into two lots by Franjo Maticic, Registered Illinois Land Surveyor Number 035-003556. The undersigned, hereby dedicate to McLean County and Dale Township, and set apart for the use of the general public forever all of the streets and thoroughfares as indicated and shown on said Plat; and we further dedicate easements within the rights-of-way of such streets and thoroughfares to the applicable public utility companies for those utility installations that are permitted by this and other resolutions and codes of the County to be installed in street or thoroughfare rights-of-way.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals this 21 day of

January, 2026.

David Kieser
(Owner)

(SEAL)

Wilma Kieser
(Owner)

(SEAL)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF McLean)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that David and Wilma Kieser are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant to certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 21 day of January, 2026.

Max Berry Notary Public

Prepared by and return to: David Kieser, 1829 N 700 East Rd., McLean IL 61754

Phone: 309-275-9800



MAX BERRY
Notary Public
State of Florida
Comm# HH745253
Expires 12/1/2029



School District Certificate

This is to certify that we, David and Wilma Kieser, as the owners of the property herein described in the Surveyor's Certificate, which will be known as the Stringtown Solar Subdivision, to the best of our knowledge, is located within the boundaries of Community Unit School District #4 Heyworth/or High School District #4 Heyworth in McLean County, Illinois.

Dated this 21st day of January, 2026.

David Kieser
Signature

Wilma Kieser
Signature

State of Illinois

County of McLean }

I, Max Berry, a Notary Public in and for the

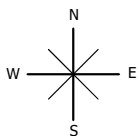
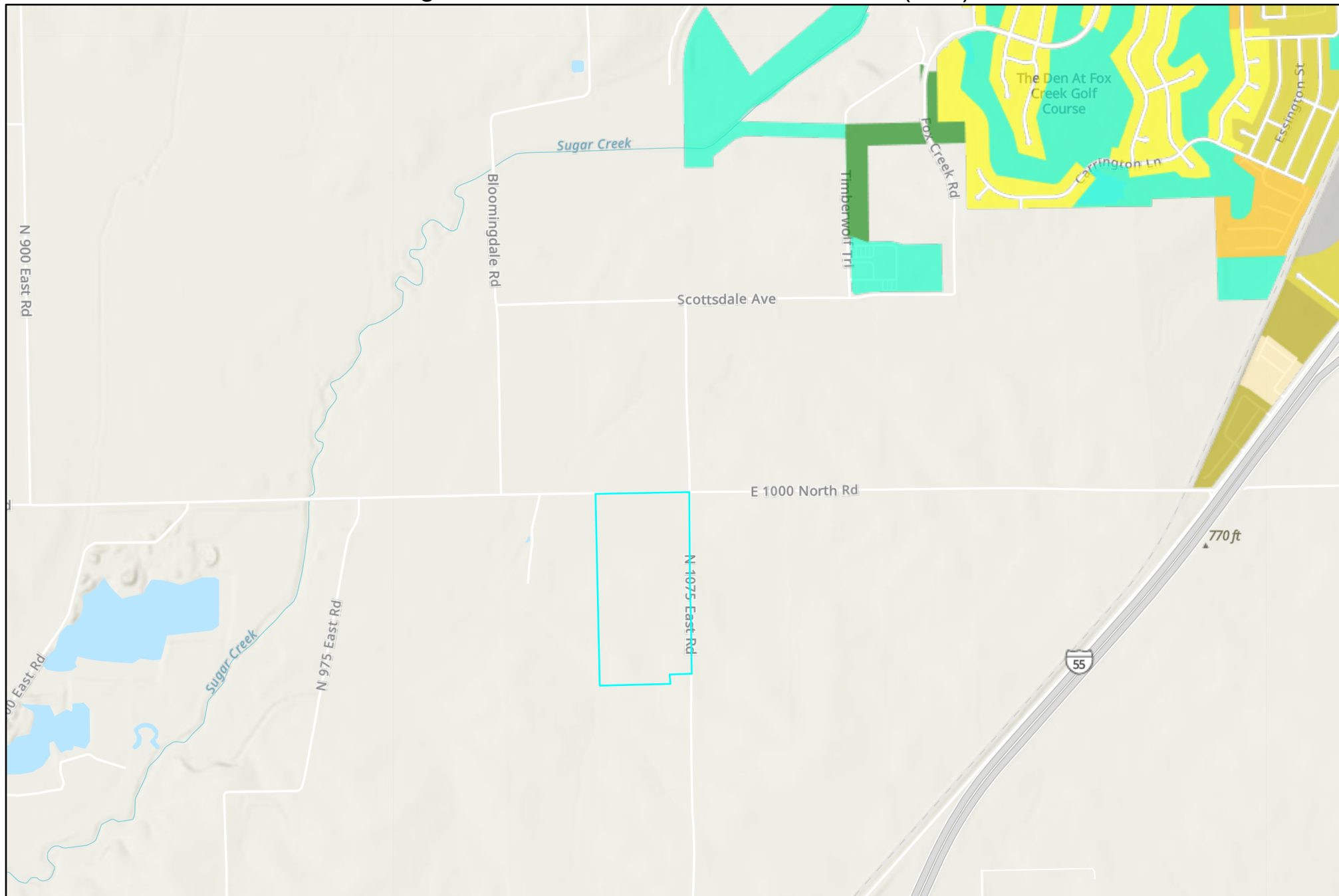
County and State aforesaid, do hereby certify that David and Wilma Kieser are personally known to be the same persons whose names are subscribed to the foregoing owners' statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 21 day of January, 2026.



MAX BERRY
Notary Public
State of Florida
Comm# HH745253
Expires 12/1/2029

Max Berry
Notary Public



A number line is shown with tick marks at intervals of 0.1, labeled from 0 to 0.9. The unit 'mi' is placed below the tick mark at 0.45.

1 inch = 2,347 feet



Regular Agenda Item No. 8.A.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Chapter 3 with Text Amendments, Modifications, and Additions to the Advertising Sign Code, Relating to the Creation of an Approval Process for Signage on City Property or Right-of-Way; and (2) an Ordinance Amending the Bloomington City Code Chapter 44 with Text Amendments, Modifications, and Additions to the Zoning Code, Relating to the Creation of an Approval Process for Historic-Related Content on Signage on Public Property, as requested by the Legal Department.

Recommended Motion: The proposed Ordinances be approved.

Strategic Plan:

Goal 3. Grow the Local Economy

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

Goal 5. Great Place - Livable, Sustainable City

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

Goal 6. Prosperous Downtown Bloomington

Objective 6c. Downtown becoming a community and regional destination

Background: Interest in installing markers, wayside signs, and informational plaques has been expressed by social groups and parties interested in providing education on local history. There is not currently a clear process for how a "sign" could be permitted on public property, but Council Members and Administration have expressed an interest in having such a mechanism. The proposed amendments create an allowance for such signs and a process for approval that will help to ensure that the content on "signs" on public property is appropriate. This effort supports the development of heritage and cultural tourism and helps celebrate the uniqueness of Bloomington's neighborhoods and neighbors.

Private properties may apply for sign permits for any content that is not illegal, with size and location determined by the existing Code; no changes proposed are related to private property.

After proper notice, on February 4, 2026, the Planning Commission held a public hearing and voted 9-0-0 to recommend that the City Council approve the proposed text amendments.

Community Groups/Interested Persons Contacted: Notice was published in *The Pantagraph* on January 14, 2026.

Financial Impact: N/A

Attachments:

1. Ordinance - Ch 3 Sign Code
2. Ordinance - Ch 44
3. Ordinance - Ch 44 - Exhibit B

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 3 WITH TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO THE ADVERTISING SIGN CODE, RELATING TO THE CREATION OF AN APPROVAL PROCESS FOR SIGNAGE ON CITY PROPERTY OR RIGHT-OF-WAY

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City recognizes that its historic buildings, sites, districts, cultural landscapes, organizations, and events contribute significantly to the community's identity, character, and sense of place; and

WHEREAS, the preservation and interpretation of historic resources promote civic pride, strengthen neighborhood character, and foster public understanding of the City's heritage; and

WHEREAS, historic markers serve an educational purpose by informing residents and visitors about significant people, places, and events associated with the City's development; and

WHEREAS, the placement of appropriately designed and located historic markers on public property supports heritage tourism and economic vitality by enhancing the cultural and historical experience of the community; and

WHEREAS, the City's existing sign code does not expressly permit or adequately address the installation of historic markers on public property; and

WHEREAS, staff of the Development Services Department were directed to initiate amendments to the Advertising Sign Code [Chapter 3] relating to the Creation of an Approval Process for Signage on City Property or Right-of-Way, which are attached hereto as Exhibit A ("AMENDMENTS"); and

WHEREAS, staff finds that the proposed AMENDMENTS are in the public interest and are necessary to implement the desired changes in permission and process; and

WHEREAS, related Text Amendments to the Zoning Code [Ch. 44] which will support the changes to the sign code were proposed and recommended for approval through Planning Commission case Z-03-26 on February 4, 2026; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council hereby adopts staff's finding that the proposed AMENDMENTS are in the public interest, and the request for AMENDMENTS to Chapter 3, as set forth in Exhibit A, is hereby approved.

SECTION 3. Chapter 3 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 3-306. [Ch. 3, Sec. 3.6] Permission from property owner to install any sign.

A. No person shall erect, construct or maintain any sign upon any property or building without the consent of the owner or person entitled to possession of the property or building, if any, or their authorized representatives.

B. Any sign proposed for installation on City property shall require the permission of the City Council, or its designee, and may also require approval from the Historic Preservation Commission, per § 44-1710.

...

ARTICLE IV

Signs Permitted in the Zoning Districts of the City

The following sign regulations provide for the listing of signs permitted in the Zoning Districts of the City as provided by Chapter 44 of the Bloomington City Code.

...

§ 3-412. [Ch. 3, Sec. 4.12] (Reserved) [Repealed by Ord. No. 1988-33]

...

§ 3-413 City Property or City Right-of-Way

The following signs may be permitted on City-owned or City-leased property, or City Right-of-Way, subject to the other articles in this Code:

- A. Identification signs on buildings or landmarks, not exceeding a total sign area of 12 square feet, may be permitted at appropriate locations to adequately identify buildings or landmarks.
- B. Identification signs authorized by Subsection A of this section may be freestanding signs or facia signs. Freestanding signs may be double-sided, with the total sign area of 12 square feet allotted to each side.
- C. Historic markers, signs related to historic or cultural education, or honorary naming for any historic figure shall first require approval by the Historic Preservation Commission through acquisition of a Certificate of Appropriateness, per § 44-1710.

...

ORDINANCE NO. 2026 - ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 44 WITH TEXT AMENDMENTS, MODIFICATIONS, AND ADDITIONS TO THE ZONING CODE, RELATING TO THE CREATION OF AN APPROVAL PROCESS FOR HISTORIC-RELATED CONTENT ON SIGNAGE ON PUBLIC PROPERTY

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to the creation of an approval process for Historic-Related content on signage on public property; and

WHEREAS, the Bloomington Planning Commission (“COMMISSION”), after proper notice was given, on February 4, 2026, conducted a public hearing on said request for text amendments of the Bloomington City Code Chapter 44, as set forth in Exhibit A (“AMENDMENTS”); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said AMENDMENTS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. The City Council hereby adopts the findings of fact of the COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of February 2026.

APPROVED this ____ day of February 2026.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 44-1710. [Ch. 44, 17-10] Certificate of appropriateness.

A. Applicability.

...

(4) A certificate of appropriateness shall also be required before the following actions affecting City property or right-of-way. These proposals shall be evaluated according to the guidelines in Subsection J (Standards for review, City properties) of this Article:

(a) Installation of a historic marker;

(b) Installation of educational signage related to the history of an area, building, person, or event;

(c) The honorary naming of any City street, alley, right-of-way, or property, for a historic figure.

...

J. Standards for review, City property or right-of-way. In considering an application for a building or sign permit or for a certificate of appropriateness, the Historic Preservation Commission shall be guided by the National Association for Interpretation standards for heritage interpretation, the National Park's Service "Wayside Exhibits" Guide, and any other relevant U.S. Department of the Interior practices for identifying and discussing historic or cultural significance, as well as the following general standards:

(1) The accuracy of the information proposed for presentation, including whether multiple sources can be used to confirm the information.

(2) How the proposed person, place, or event contributes to the character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation).

(3) The context in which the content is proposed.

(4) The language and tone used on any descriptive or interpretive signage.

EXHIBIT B



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-26**, related to **Text Amendments** to the Zoning Code relating to relating to the creation of an approval process for historic-related signage on City property or right-of-way (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **February 4, 2026**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.**

Public interest is served through the creation of a clear process allowing community members and stakeholders to propose opportunities to enhance the awareness of significant locations, events, or people, through the provision of public education in the form of historic markers, signs, or plaques.

2. **The extent to which property values are diminished by the proposed particular zoning restriction.**

No additional restrictions are created by the proposed amendments; they create a process of review for public education opportunities that are currently not clearly permissible.

3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

No reduction of property values is expected. The potential for visual alteration of public property is minimal due to the proposed size restrictions, and the placement of any approved signs would not be permitted to result in the violation of sight distance requirements or pedestrian safety.

4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.**

The proposed amendments support the following Goals, Objectives, or Policies of the 2035 Plan:

- ED-5. (Enhance tourism based-economic development), Objective ED-5.1 (Expand tourism attractions and destinations).
- N-2. (Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods), Objective N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods).
- ACH-4. (Identify, conserve, and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place), Objectives ACH-4.1 (Fully integrate considerations of historic and cultural resources as a major aspect of the City's

planning, permitting and development activities) and ACH-4.2 (Promote cultural heritage tourism).

5. Whether the City needs the additional types of uses or development allowed by the proposed amendment.

These amendments do not alter the uses or types of development allowed in any District; they create a process for review for opportunities for public education that are currently not clearly permissible.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, as presented.

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Prior

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Bill Peradotti, Chair

2/5/2026 | 4:44 PM CST

Date



Regular Agenda Item No. 8.B.

For City Council: February 23, 2026

Ward Impacted: City Wide

Subject: Presentation and Discussion of the Fiscal Year 2027 Budget Preview, as requested by the Finance Department.

Recommended Motion: None; Presentation and Discussion Only.

Strategic Plan:

Goal 1. Financially Sound City Providing Quality Basic Services

Objective 1a. Budget with adequate resources to support defined services and level of services

Background: The City of Bloomington will present its proposed Fiscal Year 2027 Budget to the City Council. The proposed budget reflects a historic total, driven largely by federally and state-mandated water infrastructure improvements. A significant portion of the budget, totaling \$81.9 million, is allocated for essential water system upgrades. Many of these investments are required by law including lead service line replacements and critical systemwide repairs. These necessary projects ensure compliance with regulations and the continued reliability of Bloomington's water supply. These improvements have been planned for years and are paid for by the City's water rates, which were increased for this purpose. Beyond the historic investment in water, the budget also strategically puts emphasis on improving City streets and revitalizing neighborhoods. Total Citywide salaries are expected to increase by only 2.6% and the budget would have actually decreased in size from last year, but for the mandated water projects.

The public presentation of the budget process is just beginning with several important dates ahead. On March 9th, the City Directors will formally outline the proposed capital projects. A public hearing on the proposed budget will take place on March 23rd, providing an opportunity for additional community input. Finally, the proposed budget is scheduled for adoption on April 13th. These milestones mark the ongoing steps toward finalizing the Fiscal Year 2027 Budget in a transparent and systematic way.

During the presentation, the City Manager and Finance Director will provide an overview of the budget proposal and key highlights. Staff will also discuss how the budget was developed, emphasizing its focus on maintaining cost efficiency while addressing the City's most critical needs. The proposed budget ensures that Bloomington's essential services remain strong, while also addressing critical infrastructure needs and planning for the city's future.

Community Groups/Interested Persons Contacted: N/A

Financial Impact: N/A

Attachments:

None